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11 THE STATE BAR COURT

12 HEARING DEPARTMENT - LOS ANGELES

13 In the Matter of)
14 DAMIAN S. TREVOR,) Case Nos. 02-TE-13107, 02-TE-13108,
No. 211256.) 02-TE-13416
15 ALLAN CHARLES HENDRICKSON) VERIFIED APPLICATION FOR
No. 216043) INVOLUNTARY INACTIVE
16 SHANE CHANG HAN) ENROLLMENT AND REQUEST FOR
No. 219961) FURTHER ORDERS; MEMORANDUM OF
17 SUPPORTING DECLARATIONS
18 Members of the State Bar) [Business & Professions Code, §6007(c)(1)]
19

20 **WARNING!**

21 **PURSUANT TO RULE 462 OF THE RULES OF PROCEDURE OF**
22 **THE STATE BAR OF CALIFORNIA, WITHIN TEN DAYS FROM**
23 **THE DATE OF SERVICE OF THIS APPLICATION OR ORDER TO**
24 **SHOW CAUSE, YOU MUST FILE A VERIFIED RESPONSE AND A**
25 **REQUEST THAT THE HEARING WHICH HAS BEEN SET IN**
26 **ACCORDANCE WITH RULE 461 BE HELD. IF YOU FAIL TO**
27 **TIMELY FILE A VERIFIED RESPONSE AND A REQUEST FOR**
28 **THE SCHEDULED HEARING TO BE HELD, YOUR RIGHT TO A**
HEARING WILL BE WAIVED PURSUANT TO RULE 462 OF THE
RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA,
AND ANY PREVIOUSLY SCHEDULED HEARING(S) WILL BE
CANCELED.

TO: Damian Trevor, Allan Hendrickson and Shane Han, Respondents herein:

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The State Bar of California, by and through the Office of the Chief Trial Counsel ("State Bar") and Deputies Trial Counsel Kimberly Anderson and Jayne Kim, hereby petitions the Court for an Order enrolling Respondents as inactive members of the State Bar of California pursuant to Business and Professions Code section 6007(c)(1) and Rules of Procedure of the State Bar of California, rule 461¹ and hereby requests the Court to issue such further orders as the Court deems necessary to effectuate its Order.

The State Bar hereby waives hearing on this application and requests that this matter be submitted upon the pleadings filed herein. However, should Respondents file a response contesting the State Bar's application pursuant to rule 462, OCTC hereby requests a hearing in this matter.

This application is based on the attached Memorandum of Points and Authorities, the State Bar's Request for Judicial Notice and the attached Declarations of John Noonan, Jayne Kim, Denise Clark, Bill Broneske, Laurie Rizzo, Nancy Cain, Susan Arroyo, Robert Fellmeth, Deputy District Attorney Joseph D'Agostino, Arturo Aguirre, David Canchola, Patrick Dorais, William Loomis, Reuben Nathan, Elham Azimy, Dan Heck, Bill Dahl, Morton Reed, Robert Acosta, Charles Alpert, Karen Walters, Ed Sybesma, Katie Jacobs, Sandie Desrosiers, Rosslyn Stevens Hummer, Machiavelli Chao, Robert Bills, Erica Tabachnick, Jonathan Gabriel, David Calderon, Neal Tenen, Fred Ronn, Anaheda Agemain, Marla Merhab Robinson, Joel Voelzke, Kenneth Linzer, Wayce Grrajewski, Deborah Feldman, Mark Mellor, Joshua Thomas, Thu Huong Duong, Kristine Truong, Matthew Laviano, Milli Kim, Negin Salimipour, Katherine Cheng, Octavio Chaidez, Hagop Griggosian, Kevin Hurley, Glen Mazingo, Ahmad Ghanavatzadeh, Mohammed Aboabdo, Jennifer Ny, Barry Bloch, Barbara Page, John Darcy Bolton, Beverly Fard, Michael Pazzulla, Mike Pazzulla Jr., Nicholas Bebek, Clifford McKay, Mike Flores, Mike Nazari,

¹Hereinafter, all references to "section" are to the Business and Professions Code; and all references to "rule" are to the Rules of Procedure of the State Bar of California."

1 Benjamin Mendoza, Randy Rizzi, Yervant Bilamjian, Kenneth Fletcher, Rula Nino, Kelly
2 Stelle, Barbara Fard, John Maida, Lloyd Arouesty, Jeff Zusman, Mike Nazari, Leonard
3 Nasatir, Michael Batarseh, Mark Mellor, Charles Green, Armando Mendoza, Lanny Dugar,
4 Robert Rosano, Avo Kampuryan, Leonel Lujan, David Oh Duk Kim, Jong Kim, Lenny
5 Dugar, Cindy Lau, Cecilia Martinez-Magaña, Soo Il Kim, Sung Bae Park, Alfredo
6 Hernandez, Judy Tu, Kye Soon Chung, John Maida, Kristin Anne Weise, Wayne Grajewski,
7 Deborah Feldman, Luis Alvarez.

8 Respectfully submitted,

9 THE STATE BAR OF CALIFORNIA
10 OFFICE OF THE CHIEF TRIAL COUNSEL

11
12 DATED: March 12, 2003

13 BY: _____
14 Kimberly Anderson
15 Deputy Trial Counsel

16 DATED: March 12, 2003

17 BY: _____
18 Jayne Kim
19 Deputy Trial Counsel

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Commencing in or about October 2000, and continuing through the present, Damian
4 Trevor (“Respondent Trevor”), Allan Hendrickson (“Respondent Hendrickson”) and Shane
5 Han (“Respondent Han”) engaged in the following serious misconduct:

6 ● Respondent Han unlawfully practiced law while not an active member of the State
7 Bar by representing himself as a licensed California attorney, by entering into a law
8 partnership entitled Azimy, Han & Nathan, by providing legal advice James Witt, by
9 distributing a resume to Bill Dahl stating he was a practicing attorney in California, by
10 executing Articles of Organization for NBM, LLC. as a member of the State Bar of
11 California, by executing a Notice of Issuance of Shares as attorney-in-fact for Trevor &
12 Associates and by communicating with opposing counsel prior to his date of admission on
13 June 3, 2002.

14 ● Respondents Trevor and Hendrickson unlawfully aided and abetted Respondent
15 Han’s practice of law by knowingly allowing Respondent Han to represent himself as an
16 attorney licensed to practice in the State of California, allowing Respondent Han to execute
17 documents as a licensed California attorney and allowing Respondent Han to communicate
18 with opposing counsel regarding lawsuits in California.

19 ● Respondents Han, Trevor and Hendrickson committed repeated acts involving
20 moral turpitude, dishonesty or corruption by the following:

- 21 ● Conspiring to form a shell corporation in with the specific intent to
22 generate fees and income for their law firm Trevor Law Group,
- 23 ● Forming and incorporating a shell corporation called Consumer
24 Enforcement Watch Corporation (“CEW”),
- 25 ● Using CEW to perpetuate fraud and to accomplish the wrongful and
26 inequitable purpose of generating attorney fees and income,
- 27 ● Filing a lawsuit on behalf of CEW before CEW was incorporated
28 with the Secretary of State and falsely stating that CEW was a

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corporation,

- Committing repeated acts of malicious prosecution by filing lawsuits, pursuant to section 17200 et al, commonly referred to as the Unfair Competition Law (“UCL”), against approximately 3,000 victims, without conducting any reasonable inquiry as required by Civil Code of Procedure section 128.7,
- Committing mail and wire fraud by mailing/faxing letters and settlement documents which contained false and misleading statements of fact and law, in order to further their scheme to defraud and coerce settlements from defendants,
- Making false and misleading statements to Robert Acosta (“Acosta”), President of Helping Hands for the Blind, for the purpose of using Helping Hands for the Blind to advance their scheme to defraud and give the appearance of legitimacy,
- Using Helping Hands for the Blind to file UCL lawsuits against more than 1,000 restaurant defendants without the consent or knowledge of Helping Hands for the Blind,
- Unlawfully obtaining settlement funds on behalf of Helping Hands for the Blind,
- Concealing settlement funds obtained on behalf of Helping Hands for the Blind,
- Misappropriating settlement funds obtained on behalf of Helping Hands for the Blind,
- Knowingly filing new UCL lawsuits against defendants who had settled the same issues/allegations with the Trevor Law Group in previous UCL lawsuits,
- Falsely stating to the public, through ABC Channel 7 News, that the Orange County District Attorney’s Office supported and offered

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assistance to the Trevor Law Group regarding the aforementioned UCL lawsuits,

- Making false and misleading statements to LitFunding regarding the support or assistance of the California Attorney General’s Office and the Orange County District Attorney’s Office to obtain a non-recourse advance of \$1 million,
- Unlawfully splitting legal fees with LitFunding and ceding control of the UCL litigation to LitFunding,
- Instructing and authorizing office staff to commit the unauthorized practice of law and engage in coercive settlement tactics,
- Making false and misleading statements to the Senate and Assembly Judiciary Committees regarding the relationship between the Trevor Law Group and CEW and the Trevor Law Group’s UCL litigation,
- Making false and misleading statements to defense counsel and the courts relating to the UCL litigation,
- Violating court orders relating to the UCL lawsuits and repeatedly violating rules of procedure by failing to file and/or serve papers in a timely manner and on all parties.

● Respondents Han, Trevor and Hendrickson counseled and maintained unjust actions and proceedings, for whom no public purpose would be served, by filing multiple UCL lawsuits against hundreds and/or thousands of improperly joined defendants; intentionally avoiding a court ruling on the misjoinder issue in order to maintain the UCL litigation; filing said lawsuits based solely on unreliable information posted by the Bureau of Automotive (“BAR”) website and the Los Angeles County Department of Health Services (“DHS”) website; filing lawsuits against UCL defendants whom they knew had already settled or resolved the allegations with them; and failing to use any recovery towards the benefit of the public.

- Respondents Han, Trevor and Hendrickson encouraged the commencement and

1 continuance of UCL litigation from a corrupt motive of passion or interest -- specifically
2 with the intent of generating attorney fees and income for themselves.

3 ● Respondents Han, Trevor and Hendrickson communicated directly with UCL
4 defendants knowing the defendants were represented by counsel.

5 ● Respondents Han, Trevor and Hendrickson entered into an unconscionable fee
6 agreements with Helping Hands for the Blind which provided 82.5% of all settlement funds
7 to the Trevor Law Group and the remaining 17.5% to Helping Hands for the Blind.

8 ● Respondents Han, Trevor and Hendrickson entered into unconscionable fee
9 agreements with CEW which provided 70-90% of all settlement funds to the Trevor Law
10 Group and the remaining 10-30% to CEW.

11 ● Respondents Han, Trevor and Hendrickson shared legal fees with LitFunding by
12 using settlement funds to pay LitFunding \$500 for each UCL settlement, plus 45% interest.

13 Because Respondents have caused substantial harm to the public and pose a
14 continuing threat of harm to the public, the State Bar respectfully requests that this Court
15 enroll Respondents inactive pursuant to section 6007(c)(1).

16 **II. PROCEDURAL HISTORY**

17 On December 11, 2002, the State Bar of California, Office of Chief Trial Counsel
18 (“State Bar”) opened investigations against Respondents Trevor, Hendrickson and Han, case
19 nos. 02-O-13107, 02-O-13108 and 02-O-13416, respectively. On December 20, 2002, the
20 State Bar opened another investigation, case no. 02-O-16109 against Respondent Trevor.
21 On or about February 21, 2003, the State Bar opened investigations, case nos. 03-O-00672
22 and 03-O-00673 against Respondent Han and Trevor respectively. The aforementioned
23 investigations arise out of UCL lawsuits filed by Respondents Han, Trevor and
24 Hendrickson (“Respondents”) and allege coercive settlement tactics by the Respondents and
25 the filing of frivolous lawsuits.

26 In or about December 2002, State Bar Investigator John Noonan (“Noonan”)
27 received hundreds of complaints regarding alleged misconduct by the Respondents relating
28 to their UCL litigation. Rather than opening a new investigation for each complaint,

1 Noonen instructed the State Bar’s Office of Intake to forward complaints directly to him for
2 incorporation into the aforementioned investigation case numbers.²

3 Should this application be granted and Respondents be enrolled involuntarily
4 inactive, within 45 days thereafter the State Bar will file a NDC referring to the factual
5 allegations in this application, as required by Rule 482(a). This NDC will include case
6 numbers: 02-O-13107, 02-O-13108, 02-O-13416.

7 **III. APPLICABLE STATUTE AND RULES**

8 Section 6007(c) provides that this Court may order the involuntary inactive
9 enrollment of an attorney upon a finding that the attorney's conduct poses a substantial
10 threat of harm to the interests of the public. In order to find the attorney's conduct poses
11 said substantial threat of harm, this Court must find each of the following factors, based on
12 all available evidence, including affidavits:

- 13 (A) The attorney has caused or is causing substantial harm to the attorney's clients or the
14 public.
- 15 (B) The attorney's clients or the public are likely to suffer greater injury from the denial
16 of the involuntary inactive enrollment than the attorney is likely to suffer if it is
17 granted, or there is a reasonable likelihood that the harm will reoccur or continue.
18 Where the evidence establishes a pattern of behavior, including acts likely to cause
19 substantial harm, the burden of proof shall shift to the attorney to show that there is
20 no reasonable likelihood that the harm will reoccur or continue.
- 21 (C) There is a reasonable probability that the State Bar will prevail on the merits of the
22 underlying disciplinary matter. Section 6007(c)(2).

23 Rule 464 provides that this Court shall conduct a hearing if timely requested by
24 either party or if the Court determines that the hearing will materially contribute to the
25 consideration of the application. The hearing shall be expedited and completed as soon as
26 practicable, and shall not be interrupted or continued except for good cause.

27 Rule 465 provides that evidence received at the hearing shall be by declaration,
28 request for judicial notice, and transcripts, without testimony or cross-examination, except
for good cause shown.

² See Declaration of John Noonon (“Noonen declaration”) hereto attached as Exhibit 1.

1 Rule 466 requires that the Court render a decision no later than ten court days after
2 the date set for hearing, if no hearing is held, or no later than ten court days after it is
3 submitted after the hearing, if a hearing is held.

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5 **IV. ARGUMENT**

6 **A. General Information Regarding the Unfair Competition Law.**

7 Pursuant to section 17200 et al, commonly referred to as the Unfair Competition
8 Law (“UCL”), unfair competition means and includes “any unlawful, unfair or fraudulent
9 business act or practice and unfair, deceptive, untrue or misleading advertising....” Section
10 17204 provides actions for relief “by any person acting for the interests of itself, its
11 members or the general public.”³

12 The UCL is not a strict liability tort. The UCL’s prohibition is general and liability
13 depends upon qualification. The UCL provides restitution only for individual and
14 identifiable claimants, unless a class action is alleged. Fluid recovery is not allowed in UCL
15 private attorney general actions.

16 If a UCL lawsuit relies solely on the private attorney general format and does not
17 allege a class action, settlement or completion of the lawsuit does not guarantee a bar on
18 future claims arising from, or connected with, the occurrences resolved in the lawsuit.
19 Consequently, representations of res judicata or collateral estoppel would be false and
20 misleading under such circumstances.⁴

21 The only entitlement to attorneys fees for such UCL litigation is pursuant to Civil
22 Code of Procedure section 1021.5, which allows attorneys fees to a successful party if (a) a
23 significant benefit has been conferred on the general public or a large class of persons; (b)
24 the necessity and financial burden of private enforcement, or of enforcement by one public
25 entity against another public entity are such as to make the award appropriate; and (c) in the

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27 ³ See Attachment 1 of the State Bar’s Request for Judicial Notice.

28 ⁴ Declaration of Robert Fellmeth (“Fellmeth declaration”) hereto attached as Exhibit 87.

1 interests of justice, such fees should not be paid out of the recovery, if any.⁵

2 **B. Respondents Have Caused Substantial Harm to the Public**

3 The following facts demonstrate that Respondents have engaged in a pattern of
4 behavior which has caused or is causing substantial harm to their clients and the public and
5 that there is a reasonable likelihood that the harm will reoccur or continue:

6 **1. General Background of the Respondents.**

7 Respondent Trevor was admitted to the practice of law in the State of California on
8 December 5, 2000, was a member at all times pertinent to these charges, and is currently a
9 member of the State Bar of California. Respondent Hendrickson was admitted to the
10 practice of law in the State of California on November 28, 2001, was a member at all times
11 pertinent to these charges, and is currently a member of the State Bar of California.
12 Respondent Han was admitted to the practice of law in the State of California on June 3,
13 2002, was a member at all times pertinent to these charges, and is currently a member of the
14 State Bar of California.⁶

15 *Relationship of the Respondents and Other Relevant Persons*

16 In or about 1996, Respondents Han and Hendrickson attended Western State
17 University School of Law in Fullerton, California (“Western State”). During law school,
18 Respondents Han and Hendrickson met fellow law students Ron Jamal Kort (“Kort”),
19 Reuben Nathan (“Nathan”), Elham Azimy (“Azimy”), Daniel Heck, Ross Cornell and
20 Harpreet Brar.⁷

21 Since meeting in law school, Respondents Han and Hendrickson embarked on
22 several business ventures together. In or about January 1998, Respondents Han and
23 Hendrickson formed a business called American Mediation Association. On or about

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25 ⁵ Id. See also Attachment 11 of the State Bar’s Request for Judicial Notice.

26 ⁶ See Noonan declaration, Exhibit 1 (certified copies of Respondents’s official State Bar Membership
27 Records).

28 ⁷ See Declaration of Jayne Kim (“Kim declaration”) hereto attached as Exhibit 2 (redacted copy of
Kort deposition transcript, pages 88 - 91).

1 January 16, 1998, Respondent Hendrickson filed a fictitious business name statement in
2 Orange County, California, for the America Mediation Association, which listed
3 Respondents Han and Hendrickson as registrants. In or about August 1999,
4 Respondents Han and Hendrickson formed a limited liability company called Audioguard,
5 LLC (“Audioguard”). Since formation of Audioguard, Respondent Hendrickson and Kort
6 have been listed as agents of service of process and both Respondents Han and Hendrickson
7 have been listed as member managers of Audioguard.⁸ Kort is currently the Chief Financial
8 Officer of Audioguard. Respondent Han is also an officer of Audioguard.⁹ Audioguard
9 was created to market or sell an audio equipment device which was designed to eliminate
10 high-frequency sound dosages at music concerts (“Audioguard device”). The Audioguard
11 device was designed by Respondent Hendrickson’s father.¹⁰

12 In or about August 2001, Respondents Han and Trevor formed a California limited
13 liability company called NBM, LLC. On or about August 17, 2001, Respondents Han and
14 Trevor knowingly filed Articles of Organization for NBM, LLC., which listed Respondent
15 Trevor as agent for service and falsely listed Respondent Han as attorney-in-fact with the
16 law firm of Trevor & Associates.¹¹ Respondent Han was not a member of the State Bar of
17 California at the time.¹²

18 In or about early 2002, Respondents Han, Hendrickson and Trevor began working
19 together and the formation of the Trevor Law Group.¹³ [See discussion below regarding
20 formation of the Trevor Law Group].

22 ⁸ See Noonan declaration, Exhibit 1 (Certified copies from Secretary of State regarding American
23 Mediation Association and Audioguard).

24 ⁹ See Kim declaration, Exhibit 2 (Kort deposition, pages 189, line 24 - page 191, line 13).

25 ¹⁰ See Declaration of Daniel Heck (“Heck declaration”) hereto attached as Exhibit 3.

26 ¹¹ See Noonan declaration, Exhibit 1 (certified copies of Articles of Organization for NBM, LLC).

27 ¹² Id. (State Bar Membership Records).

28 ¹³ See Kim declaration, Exhibit 2 (Strausman deposition, page 29, line 14 - page 30, line 10).

1 In or about October 2002, the Trevor Law Group incorporated Masari Inc.
2 (“Masari”) for Kort. Masari is a mortgage lending company of which Kort is the sole
3 officer, director and shareholder. Kort maintains that his current source of income comes
4 from Masari, but he also admits that he has no current income.¹⁴

5
6 Respondent Han’s Unauthorized Practice of Law

7 **(a) Law Offices of Azimy, Han & Nathan.**

8 After law school, in or about October 2000, Respondent Han, Azimy and Nathan
9 agreed to form a law partnership called the Law Offices of Azimy, Han & Nathan. At that
10 time, Respondent Han falsely stated to Azimy and Nathan that he was licensed to practice
11 law in both the states of California and Washington.¹⁵ On or about November 14, 2000,
12 Azimy filed a fictitious business statement in Orange County, California, for the Law
13 Offices of Azimy & Han & Nathan. Said business statement listed Azimy, Nathan and
14 Respondent Han as “owners” and listed the nature of the business as “Attorneys.”¹⁶
15 Thereafter until on or about January 23, 2001, Respondent Han held himself out as an
16 licensed California attorney and practiced law with the Law Offices of Azimy, Han &
17 Nathan.¹⁷

18 Unknown to Azimy and Nathan, in or about the end of October 2000, Respondent
19 Han started working for attorney Cyrus Nownejad (“Nownejad”) by providing legal
20 assistance in the case of *Robert Sherman v. Geneva Dental North America, Inc.* et al, Los
21 Angeles County Case No. BC272494. Respondent Han worked for Nownejad until in or
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24 ¹⁴ See Kim declaration, Exhibit 2 (Kort deposition, page 110, line 16 - page 117, line 4). See also
Noonen declaration, Exhibit 1.

25 ¹⁵ See Declarations of Reuben Nathan (“Nathan declaration”), hereto attached as Exhibit 4, and
26 Elham Azimy (“Azimy declaration”), hereto attached as Exhibit 5.

27 ¹⁶ See Noonen declaration, Exhibit 1 (Fictitious Business Statement for the Law Offices of Azimy,
Han & Nathan).

28 ¹⁷ See Nathan declaration, Exhibit 4, and Azimy declaration, Exhibit 5.

1 about May 2001. During that time, Respondent Han received legal fees from Nownejad.¹⁸

2 In January 2001, the Law Offices of Azimy, Han & Nathan agreed to provide legal
3 assistance to an individual named James Witt (“Witt”). On or about January 21, 2001,
4 Respondent Han provided legal advice to Witt regarding trial preparation for a lawsuit in
5 Orange County Superior Court, case no. 788510, entitled *James Witt v. Terry Hamilton*. On
6 or about January 21, 2001, Respondent Han filed a declaration in support of Witt’s ex parte
7 application for a continuance.¹⁹ Upon receiving the ex parte application, opposing counsel
8 William Loomis (“Loomis”) contacted the State Bar and discovered that Respondent Han
9 was not licensed to practice in the State of California. Loomis filed an opposition stating
10 that Respondent Han was not a licensed attorney in California. Loomis sent Nathan and
11 Azimy a copy of the opposition papers.²⁰

12 Upon reviewing Loomis’ opposition, Nathan confronted Respondent Han about his
13 California State Bar membership. Respondent Han denied ever having represented himself
14 as a licensed California attorney and pleaded with Nathan to keep him on as a paralegal.
15 Nathan and Azimy agreed to employ Respondent Han as a paralegal, in part, because
16 Respondent Han had recently married and was expecting a child. On or about January 24,
17 2001, Nathan and Azimy terminated Respondent Han’s employment as an attorney and
18 abandoned the use of the name the Law Offices of Azimy, Han & Nathan.

19 From on or about January 24, 2001, through in or about March 2002, Respondent
20 Han worked as a paralegal for Azimy and Nathan.²¹ Unknown to Azimy and Nathan,
21 Respondent Han began working with Respondents Trevor and Hendrickson during his
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24 ¹⁸ See Attachment 37 of the State Bar’s Request for Judicial Notice. See also Nathan declaration,
Exhibit 6.

25 ¹⁹ See Attachment 18 of the State Bar’s Request for Judicial Notice.

26 ²⁰ See Declaration of William Loomis hereto attached as Exhibit 83.

27 ²¹ See Nathan declaration, Exhibit 4, and Azimy declaration, Exhibit 5. See also Noonan declaration,
28 Exhibit 1 (Statement of Abandonment of the name Azimy, Han & Nathan filed on January 24, 2001).

1 employment with Azimy and Nathan.²²

2 **(b) Attempts to Fund Audioguard.**

3 In or about March or April 2001, Respondent Han met with former law school mate
4 Daniel Heck (“Heck”) to discuss a business proposal involving Audioguard. Heck had been
5 a member of Audioguard from in or about August 1999 through in or about April 2000. At
6 the meeting with Heck in or about March or April 2001, Respondent Han proposed filing
7 lawsuits, pursuant to Business and Professions Code section 17200 et al., commonly
8 referred to as the “Unfair Competition Law” (“UCL”), against music concert promoters,
9 bands and concert venues for violating local sound ordinances during concerts.

10 Respondent Han suggested to Heck that they send individuals to local music
11 concerts to register and record the sound levels throughout the concert using a decibel
12 meter. Respondent Han suggested that these individuals have their hearing checked both
13 before and after the concert in order to prove whether or not they sustained hearing damage.
14 Respondent Han told Heck that they could file negligence causes of action premised on any
15 hearing damage. Respondent Han further told Heck that these lawsuits could potentially
16 create a market for the Audioguard device. Heck rejected Respondent Han’s idea.²³

17 In or about July 2001, Kort met with business consultant Bill Dahl (“Dahl”)
18 regarding raising revenue for Audioguard to market and sell the Audioguard device. Kort
19 told Dahl that he and Respondent Han owned 100% of Audioguard and that they held the
20 patents to the technology for the Audioguard device. That same month, Dahl met
21 Respondent Han who knowingly misrepresented himself as an attorney with a law office in
22 Norwalk, California. Respondent Han also sent Dahl his resume which falsely listed
23 Respondent Han as an attorney with the Law Offices of Nathan & Azimy, Norwalk,
24 California. Based on Kort’s and Respondent’s Han representations, Dahl agreed to provide
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26 ²² See Nathan declaration, Exhibit 4, Azimy declaration, Exhibit 4. See also Noonan declaration,
27 Exhibit 1 (Articles of Organization for NBM, LLC).

28 ²³ See Heck declaration, Exhibit 3.

1 business consulting services to Audioguard and to have his lawyers at Rutan & Tucker
2 provide legal advice to Audioguard.

3 Sometime after Dahl had entered into a contract for services with Audioguard,
4 Respondent Han admitted that he was not licensed to practice in California. Respondent
5 Han told Dahl that he worked with two attorneys in Norwalk, California, but that the two
6 attorneys did not know what they were doing. Respondent Han bragged to Dahl that he ran
7 the Norwalk law office and that he represented clients both in and out of court.

8 On or about November 28, 2001, after Dahl had racked up more than \$50,000 in fees
9 and almost \$6,000 in out-of-pocket expenses, Respondent Han admitted that Audioguard
10 did not hold current patents for the Audioguard device. In response, Dahl told Respondent
11 Han that they should cease and desist all business transactions until they resolved the issue
12 regarding the patents. Instead, Respondent Han suggested they provide some sort of
13 disclosure statement. Respondent Han told Dahl that investors might buy it for the time
14 being. Dahl informed Respondent Han that no investor would fund Audioguard if they did
15 not hold valid patents for the technology. In January 2002, Dahl resigned from working
16 with Audioguard.²⁴

17 **(c) Attempts to Expand UCL Litigation Using Public Watchdog.**

18 On or about August 13, 2001, Azimy and Nathan filed a UCL lawsuit in Los
19 Angeles Superior Court, case no. BC256056, entitled *Michael Rowlands doing business as*
20 *Public Watchdog v. Jasmin Club et al.* (“the Public Watchdog case”). Kort acted as a
21 creator and the manager of Public Watchdog.²⁵

22 After the filing of the Public Watchdog case, Respondent Han suggested to Nathan
23 that they file UCL lawsuits against automotive businesses which had committed regulatory
24 violations. Respondent Han and Kort also suggested to Nathan that they file UCL lawsuits
25 on behalf of Audioguard.

26 ²⁴ See Declaration of Bill Dahl (“Dahl declaration”) hereto attached as Exhibit 6.

27 ²⁵ See Nathan declaration, Exhibit 4, Azimy declaration, Exhibit 4. See also Kim declaration (Kort
28 deposition, pages 68, line 15 - page, 72, line 3).

1 At or about that time, Respondent Han and Kort suggested sending people in to
2 music concerts with equipment to measure the sound levels at the concerts. Respondent
3 Han and Kort suggested filing subsequent UCL lawsuits where the sound levels exceeded
4 regulatory limits. Nathan rejected both ideas.²⁶

5 **(d) Acting as Attorney for NBM, LLC.**

6 In or about August 2001, Respondents Han and Trevor created a limited liability
7 company called NBM, LLC. With Respondent Trevor's knowledge, Respondent Han
8 knowingly executed the articles of organization, which falsely represented him as "attorney-
9 in-fact," with the Law Offices of Damian Trevor & Associates, offices located at 468 N.
10 Camden Drive, Beverly Hills, California.²⁷

11 **By the foregoing:**

12 By falsely stating to Nathan and Azimy that he was licensed to practice in
13 California, by forming and entering into a law partnership for the Law Offices of Azimy,
14 Han & Nathan, by performing legal services with Nownjad, by providing legal advice and
15 filing a declaration on behalf of Witt and representing himself as a California attorney to
16 Dahl and by executing Article of Organization as attorney-in-fact with Trevor & Associates,
17 Respondent Han unlawfully practiced law and held himself out as entitled to practice law
18 while not an member of the State Bar of California, in violation of sections 6068(a), 6125
19 and 6126, and committed acts involving moral turpitude, dishonesty or corruption, in
20 violation of section 6106..

21 By knowingly filing Articles of Organization with Respondent Han, on or about
22 August 17, 2001, which falsely stated Respondent Han was an attorney-in-fact for Trevor &
23 Associates, Respondent Trevor aided and abetted Respondent Han's unauthorized practice
24 of law, in violation of rule 1-300(A), and committed an act involving moral turpitude,
25 dishonesty or corruption, in violation of section 6106.

26 _____
27 ²⁶ See Nathan declaration, Exhibit 4.

28 ²⁷ See Noonan declaration, Exhibit 1 (certified copies of Articles of Organization for NBM, LLC).

1 to prevent Respondent Han's access to the office.

2 In or about December 2002, after discussions with State Bar Investigator John
3 Noonan, Nathan searched the aforementioned laptop and discovered a computer-generated
4 document which outlined a "Game Plan" to file UCL cases. The "Game Plan" provided for
5 the filing against 100 automobile repair businesses in Orange County, which would "make
6 for approximately 200-250 defendants."

7 Said "Game Plan" listed "Ethical questions to be asked": (1) does a client that has a
8 contingent fee agreement on the recovery of attorneys subject the attorney to an ethical
9 violation as participating in illegal fee splitting?; (2) Does changing a lay consultant's fee,
10 paid by an attorney, constitute fee splitting if such change happens unilaterally after the
11 attorney recovers a certain pre-set amount of attorneys' fees on a specific case?; (3) May an
12 "of counsel" attorney that is admitted to practice in a foreign jurisdiction actively negotiate
13 a settlement in a case? May a "pro hac vice" attorney do so? Said "Game Plan" also listed
14 specific things that needed to be completed prior to filing a UCL complaint. Such list called
15 for filing articles of incorporation for the "plaintiff" and examining the "possible benefits of
16 'buying out' a currently existing corporation, for purposes of the appearance of longevity,
17 and changing the name rather than incorporating." The list further called for creating an
18 "identity for both the Corporation and the Law Firm" and setting up a "schedule for what
19 Law Firm should pay for and what Corp should pay for."³¹

20 *Formation of the Trevor Law Group and Development of CEW*

21 In early 2002, the Respondents worked together as Trevor & Associates. Thereafter
22 in 2002, the Respondents began using the name the Trevor Law Group.³² [For purposes of
23 this application, any reference to the Trevor Law Group relates to the Respondents acting
24 collectively under the name the Trevor Law Group and/or Trevor & Associates.]

25 **(a) Enlisting Mirit Strausman as Agent for Service of Process for CEW.**

26 _____
27 ³¹ See Nathan declaration, Exhibit 4.

28 ³² See Kim declaration, Exhibit 2 (Kort deposition, page 38, line 13 - page 39, line 13).

1 In early 2002, the Trevor Law Group conspired to list Respondent Hendrickson's
2 wife, Mirit Strausman ("Strausman") as agent for service of process of CEW. Respondent
3 Hendrickson or Respondent Han informed Strausman that she would be agent for service of
4 process for CEW. No one explained to Strausman what her duties would be as agent for
5 service of process.³³

6 The Trevor Law Group handled all the legal aspects of creation and incorporation of
7 CEW, including filing documents with the Secretary of State and the Department of
8 Corporations.³⁴ On or about April 1, 2002, the Trevor Law Group prepared articles of
9 incorporation for Consumer Enforcement Watch Corporation ("CEW"), which listed Kort as
10 promoter and incorporator and Strausman as agent for service of process. The articles of
11 incorporation listed CEW's mailing address as the Trevor Law Group's mailing address,
12 468 N. Camden Drive, Beverly Hills, California, 90210.³⁵

13 The Respondents knowingly listed, in the Articles of Incorporation for CEW, a
14 "drop box," located 1601 West Seventeenth Street, Ste. F-2414, Santa Ana, California,
15 92706, as Strausman's service address.³⁶ The Respondents knew that Strausman had no
16 knowledge of the drop box address during the time she acted as CEW's agent for service of
17 process. Strausman never knew of any any mail addressed to her at the drop box.³⁷ This
18 service address was a locked, private drop box, belonging to Kort. When Kort observed any
19 mail for Strausman at the service address, Kort did not notify Strausman. Instead Kort
20 notified one of the Respondents.³⁸

21 From in or about April 2002 through in or about January 2003, the Trevor Law
22

23 ³³ Id. (Strausman deposition, page 33, line 17 - page 36, line 23 and page 64, line 9 - page 65, line 10).

24 ³⁴ Id. (Kort deposition, page 33, line 10 - 36, line 16 and page 38, line 20 - page 40, line 16).

25 ³⁵ See Noonan declaration, Exhibit 1 (Respondents' State Bar Membership Records).

26 ³⁶ Id. (Articles of Incorporation from Secretary of State).

27 ³⁷ Id. (Strausman deposition, pages 38, line 11 - page, 39, line 15).

28 ³⁸ See Kim declaration, Exhibit 2 (Kort deposition, pages 124, line 1- page 129, line 24)

1 Group filed against approximately 3,000 UCL defendants on behalf of CEW. During that
2 same period, Strausman accepted service of only one document for CEW, in or about
3 January 2003. The process service tracked down Strausman at her parents' residence, which
4 is where Strausman accepted service of the document. Upon receiving service, Strausman
5 did not to give the document to Kort or CEW. Instead, Strausman gave the document to her
6 husband, Respondent Hendrickson.³⁹

7 On or about April 4, 2002, shortly after Nathan and Azimy terminated Respondent
8 Han, Respondent Trevor sent a letter to Nathan and Azimy. Respondent Trevor's letter
9 stated that Respondent Han had entered into an "of counsel" relationship with Trevor &
10 Associates, as an attorney admitted to practice law in the state of Washington. Said letter
11 requested Nathan to forward all calls, correspondence, monies and other materials to
12 Respondent Han at the offices of Trevor & Associates.⁴⁰

13 **(b) Preparing Articles of Incorporation and Other Documents.**

14 On April 11, 2002, the Respondents attempted to file the articles of incorporation for
15 CEW. The articles of incorporation were rejected at that time.⁴¹ That same day, before
16 CEW was incorporated, the Respondents filed their first UCL lawsuit in Orange County, on
17 behalf of CEW as a corporation [See discussion below].⁴² CEW was incorporated on April
18 30, 2002.⁴³

19 On or about April 30, 2002, the Respondents knowingly prepared a Notice of
20 Issuance of Shares ("Notice") to be filed with the Department of Corporations on behalf of
21 CEW, which falsely stated Respondent Han was a member of the California State Bar. The
22 Notice listed the aforementioned service address of 1601 West Seventeenth Street, Ste. F-

23
24 ³⁹ Id. (Strausman deposition, page 42, line 12 - page 43, line 24).

25 ⁴⁰ See Nathan declaration, Exhibit 4.

26 ⁴¹ See Noonan declaration, Exhibit 1 (certified copies of Articles of Incorporation for CEW).

27 ⁴² See attachment 8 of the State Bar's Request for Judicial Notice.

28 ⁴³ See Noonan declaration, Exhibit 1 (certified copies of Articles of Incorporation for CEW)

1 2414, Santa Ana, California, 92706, as the principal place of business for CEW. The Notice
2 was signed by Kort as “R. Jamal” and signed by Respondent Han as attorney for the Trevor
3 Law Group and “Member of the State Bar of California.”⁴⁴ At this time, Respondent Han
4 was not a member of the State Bar of California.

5 Kort relied on the Trevor Law Group to handle the incorporation of CEW and
6 manage its legal affairs.⁴⁵

7 On or about April 30, 2002, Respondent Han also executed a fictitious business
8 statement in Los Angeles County for Trevor & Associates, with offices located at 468 N.
9 Camden Drive, Beverly Hills, California.⁴⁶

10 **(c) Enlisting Summer Elizabeth Engholm as Secretary for CEW.**

11 In or about April or May 2002, Kort asked Summer Elizabeth Engholm (“Engholm”)
12 to be the Secretary, a corporate officer, of CEW. Kort met Engholm at a club with
13 Respondent Trevor.⁴⁷ At all relevant times, Engholm was Respondent Trevor’s girlfriend
14 and also used the name “Summer Elizabeth.”⁴⁸ At no time did Engholm understand that she
15 was a corporate officer of CEW. At no time did Engholm understand that CEW was a
16 corporation.⁴⁹

17 As part of her duties as Secretary of CEW, Engholm signed legal documents entitled
18 Stipulation for Entry of Judgment and Permanent Injunctions.⁵⁰ Kort and the Respondents
19 had prepared the legal documents for Engholm to sign and listed Engholm’s name as “E.

21 ⁴⁴ See Kim declaration, Exhibit 2 (Kort deposition, page 45, line 20 - page 47, line 20 and exhibit 9).

22 ⁴⁵ Id.

23 ⁴⁶ See Noonan declaration, Exhibit 1 (State Bar Membership Records and Fictitious Business
24 Statement for Trevor & Associates).

25 ⁴⁷ Id. See also Kim declaration, Exhibit 2 (Kort deposition, page 142, line 8 - page 144, line 22).

26 ⁴⁸ See Kim declaration, Exhibit 2 (Engholm deposition, page 7, line 22 - page 12, line 15)

27 ⁴⁹ Id. (Engholm deposition, page 37, line 2 - page 40, line 2 and page 54, line 2 - page 56, line 13)

28 ⁵⁰ Id. (Engholm deposition, page 57, line 2 - page 66, line 10).

1 Engholm.”

2 At no time did Engholm ever use the name Elizabeth Engholm or go by the initial “E.”

3 Respondent Trevor directed Engholm to sign the aforementioned documents. Although she
4 signed the legal documents as Secretary for CEW, at no time did Engholm understand the
5 language or contents of the documents.⁵¹

6 **(d) Kort as a Mere Figure Head.**

7 Since the formation of CEW through in or about January 2003, Kort used his cellular
8 telephone to receive calls on behalf of CEW. This telephone number was never available to
9 the public.⁵²

10 To date, Kort does not know how much money the Trevor Law Group has collected
11 on behalf of CEW. Kort does not maintain his own copies of settlements or documents
12 regarding the UCL litigation. Kort does not maintain a ledger or journal to track settlement
13 funds or costs.⁵³

14 Since the formation of CEW, the Trevor Law Group has stated that it settled
15 approximately 70 - 80 UCL lawsuits.⁵⁴ Since the formation of CEW, the Trevor Law Group
16 has maintained control over all settlement funds obtained relating to the UCL litigation.⁵⁵
17 [See discussion regarding CEW settlement funds below].

18 At all relevant times, the Trevor Law Group used CEW as a mere conduit to advance
19 UCL litigation and thereby generate its own income. CEW was never a separate and
20 distinct entity, but rather the alter ego of the Trevor Law Group. The Trevor Law Group
21 created CEW with the intent to give the public a false impression that CEW was a legitimate
22 corporation pursuing a public benefit. At all times, the Trevor Law Group used CEW solely

23

24 ⁵¹ Id.

25 ⁵² Id. (Kort Deposition, page 40, line 23 - page 45, line 2 and page 130, line 25 - page 133, line 7).

26 ⁵³ Id. (Kort Deposition, page 50, line 8 - page 51, line 10 and page 175, line 11 - page 181, line 24)

27 ⁵⁴ See Clark declaration, Exhibit 9 (Senate & Assembly hearing tapes).

28 ⁵⁵ Id. (Kort deposition, pages page 176, line 14 - page 181, line 24).

1 to advance their own scheme to defraud.

2 **By the foregoing:**

3 By executing the Notice on April 30, 2002, Respondent Han unlawfully practiced
4 law when he was not a member of the State Bar of California, in violation of sections
5 6068(a), 6125 and 6126, and committed an act involving moral turpitude, dishonesty or
6 corruption, in violation of section 6106.

7 By allowing Respondent Han to execute the Notice as Attorney and Member of the
8 State Bar of California, Respondents Trevor and Hendickson aided and abetted the
9 unauthorized practice of law, in violation of rule 1-300(A), and committed acts involving
10 moral turpitude, dishonesty or corruption, in violation of section 6106.

11 By conspiring to create a shell corporation for the purpose of defrauding the public
12 and generating income, Respondents knowingly committed acts involving moral turpitude,
13 dishonesty or corruption, in violation of section 6106.

14 By creating CEW and enlisting Kort, Strausman and Engholm to be agents, officers
15 and/or employees of CEW in order to maintain complete control of CEW and to advance
16 their scheme to defraud, the Respondents knowingly committed acts involving moral
17 turpitude, dishonesty or corruption, in violation of section 6106.

18
19 *Trevor Law Group's Fee Agreement with CEW*

20 From May 29, 2002, through in or about December 2002, Respondents entered into
21 five
22 contingent fee agreements with CEW relating to the aforementioned UCL lawsuits.
23 Specifically, on or about May 29, 2002, the Respondents entered into two contingent fee
24 agreements with CEW. One of the fee agreements related to the first UCL lawsuit filed
25 against 7 Days Tire, in case no. 02CC005533 ("7 Day Tire case"). This 7 Day Tire case fee
26 agreement provided that fees would be paid out of any recoveries made in connection with
27 UCL litigation, and/or any court awarded attorneys' fees, at a rate of 70% to the Trevor Law
28

1 Group and 30% to CEW.⁵⁶ The second fee agreement related to UCL litigation against the
2 automobile sales industry for advertising violations. The automobile sales fee agreement
3 provided for a similar fee arrangement at a rate of 90% to the Trevor Law Group and 10%
4 to CEW.⁵⁷

5 On or about May 30, 2002, the Respondents entered into a fee agreement with CEW
6 relating to UCL litigation against Brake Masters, in case no. 02AS04214. The Brake
7 Masters fee agreement provided for a similar fee arrangement at a rate of 70% to the Trevor
8 Law Group and 30% to CEW.⁵⁸

9 On or about August 1, 2002, the Trevor Law Group entered into a fee agreement
10 with CEW relating to UCL litigation against the real estate and mortgage advertising
11 industry. The real estate and mortgage advertising fee agreement provided for a similar fee
12 arrangement at a rate of 90% to the Trevor Law Group and 10% to CEW.⁵⁹

13 On or about December 11, 2002, the Trevor Law Group entered into a fee agreement
14 with CEW relating to UCL litigation against the restaurant industry. The restaurant fee
15 agreement provided for a similar fee arrangement at a rate of 90% to the Trevor Law Group
16 and 10% to CEW.⁶⁰

17 From in or about April 2002 through present time, the Trevor Law Group collected
18 fees obtained through UCL litigation on behalf of CEW. To date, the Trevor Law Group
19 has collected 100% of the settlement funds obtained in connection with the CEW UCL
20 litigation and has not distributed any settlement money to CEW, except for a \$1,200
21
22

23
24 ⁵⁶ See Kim declaration, Exhibit 2 (Kort Deposition, page 29, line 3 - page 32, line 7 and Exhibit 6).

25 ⁵⁷ Id. (Kort deposition, page 29, line 3 - page 32, line 7 and Exhibit 5).

26 ⁵⁸ Id. (Kort deposition, page 29, line 3 - page 32, line 7 and Exhibit 4).

27 ⁵⁹ Id. (Kort deposition, page 29, line 3 - page 32, line 7 and Exhibit 7).

28 ⁶⁰ Id. (Kort deposition, page 29, line 3 - page 32, line 7 and Exhibit 3).

1 advance to Kort in or about December 2002 through January 2003.⁶¹

2 **By the foregoing:**

3 By entering into fee agreements for, charging and collecting fees from CEW at a rate
4 of 70-90% of recovery from the UCL litigation, Respondents entered into fee agreements,
5 charged and collected unconscionable fees in violation of rule 4-200(B).

6 *Trevor Law Group's Fee Agreement with LitFunding*

7 In or about August 2002, the Respondents met Morton Reed ("Reed"), president and
8 CEO of LitFunding, a company which provides non-recourse funding to attorneys and law
9 firms. The Respondents proposed a plan to sue automotive repair shops which were
10 committing fraud on the public. The Respondents knowingly misrepresented to Reed that
11 they had obtained a list of offenders from the California Attorney General's Office.⁶² In
12 reality, the Trevor Law Group obtained lists of defendants from the BAR website.⁶³ The
13 Respondents also knowingly misrepresented to Reed that the Orange County District
14 Attorney's Office supported their pending UCL litigation.⁶⁴ In reality, the Trevor Law
15 Group did not have the support or assistance of the Orange County District Attorney's
16 Office.⁶⁵

17 In or about August through September 2002, LitFunding agreed to hold \$1 million
18 as "cash reserve" for the Trevor Law Group, which could be applied to cases approved by
19 LitFunding. The Trevor Law Group consented to a lien of \$500 on each automotive repair
20 UCL settlement recovered by the Trevor Law Group. Shortly thereafter, LitFunding and the
21 Respondents entered into ten separate, advanced fee agreements for \$100,000 each. Each

23 ⁶¹ See Kim declaration, Exhibit 2 (Kort deposition, page 40, line 23 - page 44, line 23). See also
24 Noonan declaration, Exhibit 1, and Clark declaration, Exhibit 9 (Daily Journal article).

25 ⁶² See Declaration of Morton Reed ("Reed declaration") hereto attached as Exhibit 7.

26 ⁶³ See Noonan declaration, Exhibit 1.

27 ⁶⁴ See Reed declaration, Exhibit 7.

28 ⁶⁵ See Declaration of Joseph D'Agostino ("D'Agostino declaration") hereto attached as Exhibit 10.

1 fee agreement provided that the Trevor Law Group would repay LitFunding an “aggregate
2 fee” comprised of an amount equal to the advance of \$100,000 and a “fee” consisting of the
3 following amount of the Respondents’ recovery:

<u>If the \$100,000 is paid back within:</u>	<u>Fee owed to LitFunding:</u>
0 - 90 days	\$45,000
91-180 days	\$90,000
181-270 days	\$135,000
271-360 days	\$180,000
361-450 days	\$225,000
451 days or more	\$240,000

4
5
6
7
8 The agreement further provided that if the amount of the Respondents’ recovery was less
9 than the aggregate fee, then the aggregate fee owed to LitFunding would simply be the
10 amount of recovery.⁶⁶

11 From in or about September through on or about November 6, 2002, LitFunding
12 advanced a total of \$600,000 to the Trevor Law Group, in six separate advances of
13 \$100,000. In or about November 2002, Reed heard negative press regarding the
14 Respondents’ UCL litigation and learned that the Trevor Law Group did not have the
15 support of the Orange County District Attorney’s Office and were suing small businesses
16 for minor BAR violations. Reed met with Respondent Trevor on December 3, 2002.
17 Respondent Trevor told Reed that the Respondents had settled approximately 36 automotive
18 repair shop cases, with the average settlement of \$2,500 to \$3,000. Respondent Trevor told
19 Reed that there were less than 1500 “viable” defendants because many of the owners that
20 were sued were “successors in interest.”

21 On December 9, 2002, Respondent Trevor sent Reed a letter which stated that Judge
22 James Selna (“Judge Selna”), Orange County Superior Court Judge, had informed defense
23 counsel that the lawsuits were going to be tried and that the Trevor Law Group would move
24 to sever the cases for trial to “dismantle” the misjoinder issue. Respondent Trevor’s letter
25 also stated that some defendants would likely have to settle or have judgment against them
26

27
28 ⁶⁶ See Reed declaration, Exhibit 7.

1 in the range of \$10,000 to \$20,000.

2 In January 2003, Reed asked the Respondents to produce a budget for the next four
3 months. On January 28, 2003, Respondent Hendrickson faxed Reed a letter which falsely
4 stated that the Respondents would be taking five defendants to trial within the next 120
5 days. In reality, Judge Selna had informed the Trevor Law Group that it was too early to
6 determine whether cases would proceed to trial within 120 days.⁶⁷

7 Respondent Hendrickson's letter also falsely stated that CEW and the UCL litigation
8 were the "only means of communicating with, or enforcing any regulatory scheme," on the
9 automobile repair industry. Reed responded by telling the Respondents that LitFunding
10 would not advance any further funds for the UCL litigation.

11 On February 14, 2003, Respondent Hendrickson sent Reed a letter which demanded
12 further funding of \$400,000. Respondent Hendrickson's letter stated that one of the
13 "compelling factors in determining the competency of a plaintiff in a case such as these
14 Auto Repair Cases is that the plaintiff is adequately capitalized."

15 Thereafter, in or about February 2003, the Trevor Law Group filed an application for
16 temporary restraining order ("TRO") against LitFunding requesting LitFunding to pay
17 \$400,000 to the Trevor Law Group. The TRO was denied on or about February 21, 2003.
18 On February 27, 2003, the Respondents served Reed with a UCL lawsuit in case
19 no.SC075989, entitled the *Trevor Law Group v. LitFunding Corporation* ("LitFunding
20 Case"). The complaint in the LitFunding Case alleged Fraud, Misrepresentation, Breach of
21 Contract, Unfair Competition pursuant to the UCL, Aiding and Abetting/Civil Conspiracy
22 and Negligence.⁶⁸

23 The Respondents maintained that they would not have filed UCL lawsuits against
24 approximate 2,000 defendants but for LitFunding's promise to advance \$1 million for the
25 UCL litigation. The Respondents also maintained that they cannot complete the UCL

26
27 ⁶⁷ Id. See Declaration of Robert Bills ("Bills declaration") hereto attached as Exhibit 67.

28 ⁶⁸ Id. See also Attachment 48 of the State Bar's Request for Judicial Notice.

1 litigation without the funding from LitFunding.⁶⁹

2 **By the foregoing:**

3 By making false and misleading statements to LitFunding regarding the support or
4 assistance of the California Attorney General’s Office and the Orange County District
5 Attorney’s Office with the intent of obtaining \$1 million to fund their UCL litigation, the
6 Respondents committed acts involving moral turpitude, dishonesty or corruption, in
7 violation of section 6106.

8 By relying on monetary advances from LitFunding to fund approximately 2,000
9 UCL lawsuits, permitting LitFunding to place a lien on each settlement, paying each lien to
10 LitFunding with a minimum of 45% interest from settlement funds and becoming
11 completely dependent on LitFunding, thereby ceding control of the UCL litigation to
12 LitFunding, the Respondents unlawfully shared legal fees with a non-attorney entity, in
13 violation of rule 1-320(A).

14 *The Trevor Law Group’s Sole Control Over UCL Settlement Funds*

15 Since in or about April 2002, the Trevor Law Group maintained three client trust
16 accounts (“CTAs”) and two general accounts at Wells Fargo Bank.⁷⁰

17 **(a) Bank Accounts.**

18 **CTA No. 2082816642 (“CTA #208):**

19 The Trevor Law Group maintained CTA #208 from April 17, 2002, through August
20 15, 2002. The bank records for this account reveal that the Trevor Law Group deposited at
21 least \$4,000 of UCL settlement funds into this account. On or about June 28, 2002, the
22 Trevor Law Group withdrew all funds in CTA #208, totaling \$6,745, and deposited it to its
23 general account, account no. 0713858254, which was used to pay office expenses [See
24 discussion below].

25 **CTA No. 3821161340 (“CTA #382):**

26 _____
27 ⁶⁹ Id. See also Reed declaration, Exhibit 7.

28 ⁷⁰ See Noonan declaration, Exhibit 1 (certified bank records).

1 The Trevor Law Group maintained CTA 382 from March 7, 2002, through January
2 7, 2003. The bank records for this account reveal that the Trevor Law Group deposited at
3 least 48 settlement checks for an approximate total of \$113, 274.

4 **CTA No. 5725117625 ("CTA #571"):**

5 The Trevor Law Group opened CTA #571 on or about January 3, 2003. The bank
6 records for this account reveal that the Trevor Law Group deposited at least five UCL
7 settlements checks from the restaurants for an approximate total of \$4,060.

8 **General Account No. 0713858254 ("General Account No. 713"):**

9 The Trevor Law Group opened General Account #571 on March 15, 2002. The
10 bank records for this account reveals that from March 3, 2002, through September 18, 2002,
11 the Trevor Law Group used this account as their primary business operating account.

12 From September 20th through 26th, 2002, the Trevor Law Group deposited \$300,000
13 into this account, representing the first three advancements from LitFunding. After the
14 \$300,000 deposit, the Respondents disbursed the following amounts, over and above regular
15 payroll, to themselves:

<u>Date</u>	<u>Respondent</u>	<u>Method used to remove funds</u>	<u>Amount</u>
17 09/20/02	Trevor	Telephone transfer	\$10,000
18 09/23/02	Hendrickson	Check #1393	\$20,000
19 09/23/02	Trevor	Online Transfer	\$100,000
20 09/24/02	Han	Check #1394	\$20,000
21 09/27/02	Han	Check #1404	\$10,000
22 09/2702	Trevor	Check # 1406	\$10,000
23 10/02/02	Hendrickson	Check #1405	\$10,000
24			
25 10/11/02	Trevor	Check #1470	\$10,000

26 On December 13, 2002, the Trevor Law Group paid LitFunding \$14,500 out of the
27 account, representing LitFunding's portion of 20 UCL settlements, plus 45% interest. As of
28 January 15, 2003, the balance in this account was \$1,024.53.

1 **General Account No. 3175768740 (“General Account #317”)**

2 The Trevor Law Group opened General Account #317 from September 18, 2002,
3 with a deposit of \$200,000, reflecting two advancements from LitFunding. By October 8,
4 2002, the Trevor Law Group deposited another \$300,000 from LitFunding Corporation into
5 this account, which was then deposited into General Account #713, as discussed above. On
6 or about November 6, 2002, the Trevor Law Group deposited the final \$100,000
7 advancement from LitFunding into this account.

8 From this account, the Respondents disbursed the following amounts to themselves:

9 <u>Date</u>	<u>Respondent</u>	<u>Method used to remove funds</u>	<u>Amount</u>
10 10/07/02	Hendrickson	Check (No number)	\$10,000
11 10/08/02	Hendrickson	Check (No number)	\$10,000
12 10/16/02	Hendrickson	Check (No number)	\$10,000
13 10/17/02	Hendrickson	Check (No number)	\$10,000
14 10/17/02	Han	Check No. 6	\$10,000
15 10/17/02	Han	Check No. 5	\$10,000
16 11/12/02	Trevor	Check No. 1080	\$10,000
17 11/12/02	Han	Check No. 1081	\$10,000
18 11/13/02	Hendrickson	Check No. 1079	\$10,000

19 **(b) Funds Purportedly Belonging to CEW.**

20 Since the formation of CEW through in or about January 2003, the only costs
21 incurred by CEW in relation to the UCL litigation was the cost of the aforementioned
22 private drop box, which had a \$7 annual fee.⁷¹ In or about February 2003, Kort created a
23 website for CEW and chose an office location in Newport Beach which is currently under
24 construction.⁷² The Respondents advanced Kort \$1,200 to pay the costs of the website and
25

26 _____
27 ⁷¹ Id. (Kort deposition, page 166, line 22 - 168, line 10).

28 ⁷² Id. (Kort deposition, page 130, line 25 - page 133, line 21).

1 new office location.⁷³

2 Aside from the \$1,200 advance, the Respondents have maintained all UCL
3 settlement funds collected on behalf of CEW.⁷⁴ Respondents never created or maintained a
4 separate attorney-client trust account to hold CEW's portion of funds.⁷⁵

5 According to Engholm, the Trevor Law Group maintained two attorney-client trust
6 account – one to deposit settlement funds relating to the UCL litigation against restaurant
7 defendants and the other one to deposit all other settlement funds.⁷⁶

8 Since the formation of CEW, in or about April 2002, the Respondents claim to have
9 settled approximately 70-80 cases relating to UCL litigation and claim to have settle cases
10 between \$6,000-\$26,000.⁷⁷

11 Kort never maintained a written log or ledger accounting for the settlement funds
12 received on behalf of CEW nor did he maintain separate copies of UCL settlement
13 agreements or documents. Kort never inquired about CEW's portion of the UCL settlement
14 funds nor did he inquire whether the Respondents were keeping CEW's funds in an
15 attorney-client trust account. Respondents never provided an accounting to Kort regarding
16 the disbursement of settlement funds.⁷⁸ To date, Kort does not know how much money the
17 Trevor Law Group obtained on behalf of CEW relating to the UCL litigation.⁷⁹

18 The fee agreements between the Trevor Law Group and CEW provided that all
19 settlement funds be disbursed only to the Trevor Law Group and CEW, yet the Respondents
20

21 ⁷³ Id. (Kort deposition, page 165).

22 ⁷⁴ Id. (Kort deposition, page 178, line 25 - page 181, line 24).

23 ⁷⁵ Id. (Engholm deposition, page 68, line 8 - page 73, line 16).

24 ⁷⁶ Id.

25 ⁷⁷ See Attachment 51 of the State Bar's Request for Judicial Notice.

26 ⁷⁸ See Kim declaration, Exhibit 2 (Kort Deposition, pages 173, line 22 - page 181, line 24).

27 ⁷⁹ Id. (Kort deposition, page 50, line 8 - page 51, line 10 and page 175, line 11 - page 181, line 24).

1 never divided the UCL settlement funds with CEW.⁸⁰ The settlement funds were collected
2 solely as attorney fees and costs. No amount of funds went to the general public as
3 restitution.⁸¹

4 **(c) Engholm as Bookkeeper and Accountant for the Trevor Law Group.**

5 In or about July 2002, the Respondents employed Engholm as a
6 bookkeeper/accountant for the Trevor Law Group. As part of her duties as
7 bookkeeper/accountant, Engholm managed or monitored approximately four bank accounts
8 for the Respondents. At no time did Engholm receive any training as a bookkeeper or
9 accountant.⁸²

10 In 2002, the Respondents used office funds to purchase new cars for themselves and
11 employee Berley Farber (“Farber”). Respondents Trevor and Hendrickson purchased
12 BMWs and Respondent Han purchased a Chrysler PT Cruiser. Engholm issued checks out
13 of the Trevor Law Group’s general accounts to pay for Respondents’ car payments and car
14 insurance.⁸³ At all times, Respondent Trevor directed Engholm regarding the issuance of
15 checks from the general accounts.⁸⁴

16 In or about November or December, 2002, Engholm advised Respondent Trevor that
17 the balance in the Trevor Law Group’s general account was too low to pay employee
18 salaries.⁸⁵ Shortly thereafter, on or about December 4, 2002, the Trevor Law Group
19 transferred \$76,361 from CTA #382, into General Account #317, in order to increase the
20

21
22 ⁸⁰ Id. (Kort deposition, page 178, line 25 - page 181, line 24).

23 ⁸¹ See Attachment 51 of the State Bar’s Request for Judicial Notice.

24 ⁸² See Kim declaration, Exhibit 2 (Kort deposition, page 99, line 3 - page 101, line 13 and page 108,
line 14 - page 109, line 14) (Engholm deposition, page 68, line 8 - page 73, line 16 and page 140, lines 2-17).

25 ⁸³ Id. (Engholm deposition, page 90, line 6-12, page 114, line 5 - page 120, line 17 and page 145,
26 line 19 - page 147, line 14).

27 ⁸⁴ Id. (Engholm deposition, page 85, lines 5-16).

28 ⁸⁵ Id. (Engholm deposition page 107, line 5 -page 109, line 24).

1 balance in the general account and cover payroll.⁸⁶

2 In or about January 2003, Engholm again advised Respondent Trevor that the
3 balance in the general account was low. Shortly there, the Respondents transferred funds
4 from CTA1 to increase the balance in the general account and to make payroll.⁸⁷ On or
5 about December 11, 2002, the Trevor Law Group transferred \$53,000 from CTA #382 into
6 General Account # 317.⁸⁸

7 In or about September or October 2002 through in or about December 2002, the
8 Respondents paid Strausman to work as a project manager for the Trevor Law Group. Part
9 of Strausman's duties included negotiating the purchase of a BMW for Trevor Law Group
10 employee and friend, Berley Farber.⁸⁹

11 **By the foregoing:**

12 By knowingly withdrawing all settlement funds from CTA #208 and depositing said
13 funds into General Account No. 713, in order to cover payroll, the Respondents failed to
14 maintain funds belonging to CEW, in violation of rule 4-100(A) and committed an act
15 involving moral turpitude, dishonesty or corruption, in violation of section 6106.

16 *False Statements to the Public Via the Media*

17 **(a) Daily Journal.**

18 On or about November 11, 2002, the Daily Journal reported a story about the Trevor
19 Law Group. In that news story, Respondent Trevor knowingly made false statements about
20 Kort being well-off and living off of real estate and financial investments.⁹⁰ In reality,
21
22

23
24 ⁸⁶ See Noonan declaration, Exhibit 1 (certified copies of bank records).

25 ⁸⁷ Id. (Engholm deposition, page 107, line 5 - page 109, line 24).

26 ⁸⁸ See Noonan declaration, Exhibit 1 (certified copies of bank records).

27 ⁸⁹ Id. (Strausman deposition, page 30, line 11 - page 31, line 18).

28 ⁹⁰ See Clark declaration, Exhibit 9 (Daily Journal article).

1 Kort was living with his parents in Santa Ana and had no income.⁹¹ Respondent Trevor
2 stated that Kort was referred to the Trevor Law Group in March 2002, through a business
3 contact. In reality, Kort was a personal friend and business associate of the Respondents.⁹²

4 Kort falsely stated in the news story that CEW was made up of four board members
5 and three directors who volunteer their services. In reality, CEW had no directors, officers
6 or shareholders.⁹³

7 Respondents Han and Trevor also knowing made a false statement that customers of
8 fraudulent auto shops had flooded their firm with complaints. In reality the Trevor Law
9 Group's primary client regarding UCL litigation was always CEW.⁹⁴

10 **By the foregoing:**

11 By knowingly making false and misleading statements to the general public through
12 the Daily Journal in order to advance their scheme to defraud, the Respondents committed
13 acts involving moral turpitude, dishonesty or corruption, in violation of section 6106.

14 **(b) KFI Radio - The John & Ken Show.**

15 In or about December 6, 2002, Kort appeared as "Ron Jamal" on the John & Ken
16 Show,
17 KFI radio station. Respondent Trevor also appeared on the show. During the show,
18 Respondent Trevor knowingly made falsely statements that the Respondents did not set up
19 CEW and that UCL settlement funds were disbursed as attorney fees, costs and restitution
20 to the general public. During the John & Ken Show, Kort stated that CEW had a

23 ⁹¹ See Kim declaration, Exhibit 2 (Kort deposition, page 14, line 14 - page 15, line 23 and page 110,
24 line 116 - page 117, line 1).

25 ⁹² See Noonan declaration, Exhibit 1.

26 ⁹³ See Clark declaration, Exhibit 9 (Daily Journal article), Maida declaration, Exhibit 42, Thu
27 declaration, Exhibit 19.

28 ⁹⁴ See Attachments 8-17 and 20-31 of the State Bar's Request for Judicial Notice. See also Clark's
declaration, Exhibit 9 (Senate hearing transcripts).

1 corporate office located at 1502 N. Broadway, Santa Ana, California.⁹⁵ At no time had Kort
2 or the Respondents secured an office at that location.⁹⁶

3 **By the foregoing:**

4 By making false and misleading statements to the general public through the Ken &
5 John Show in order to advance their scheme to defraud, the Respondents committed acts
6 involving moral turpitude, dishonesty or corruption, in violation of section 6106.

7 **(c) ABC Channel 7.**

8 In or about December 2002, Respondent Trevor appeared on ABC Channel 7 News.
9 Respondent Trevor knowingly made a false statement that the Orange County District
10 Attorney's Office complemented the Respondents' UCL lawsuits and offered its support of
11 the litigation.⁹⁷ Respondent Han further falsely stated to the Senate and Assembly Judiciary
12 Committees that the Orange County District Attorneys office had left messages for the
13 Respondents stating that they supported what they were doing.⁹⁸ In reality, the Orange
14 County District Attorney's Office did not support the Trevor Law Group's UCL litigation.⁹⁹

15 **By the foregoing:**

16 By making false and misleading statements to the general public through ABC
17 Channel 7 News in order to advance their scheme to defraud, the Respondents committed
18 acts involving moral turpitude, dishonesty or corruption, in violation of section 6106.

19 **(d) Senate and Assembly Judiciary Committee Hearings.**

20 On or about January 14, 2003, Respondents Han and Hendrickson appeared before
21 the Senate and Assembly Judiciary Committees to answer questions regarding the Trevor
22

23 ⁹⁵ See Clark declaration hereto attached as Exhibit 9 (The John & Ken Show transcripts).

24 ⁹⁶ See Kim declaration, Exhibit 2 (Kort deposition, page 182, line 20 - page 184, line 3).

25 ⁹⁷ See Clark declaration, Exhibit 9 (ABC Channel 7 News transcripts). See also Declaration of
26 Deputy District Attorney Joseph D'Agostino ("D'Agostino declaration") hereto attached as Exhibit 10.

27 ⁹⁸ See Attachment 51 of the State Bar's Request for Judicial Notice.

28 ⁹⁹ See D'Agostino declaration, Exhibit 10.

1 Law Group's UCL litigation.

2 Chair of the Senate Judiciary Committee, Senator Martha Escutia ("Escutia"), asked
3 Respondent Han whether any person at the Trevor Law Group had any relationship with any
4 person from CEW. Respondent Han knowingly made false statements by stating that there
5 were no relationships between anyone at Trevor Law Group and CEW:

6 **Senator Escutia:** Is Ron Jamal involved with your law firm besides
7 being a plaintiff?

8 **Respondent Han:** He has no involvement with our law firm, nor do any
9 members of our law firm have any involvement with
10 the plaintiff corporation.

11 **Senator Escutia:** Any other members in the plaintiff corporation
12 involved in your law firm?

13 **Respondent Han:** No.

14 **Senator Escutia:** No incestuous relationships here going on?

15 **Respondent Han:** No. There are no relationships personal or otherwise.

16 In reality, Respondents Han and Hendrickson had maintained personal and business
17 relationships with Kort, Strausman was Respondent Hendrickson's wife and Engholm was
18 Respondent Trevor's girlfriend.¹⁰⁰

19 Chair of the Assembly Judiciary Committee, Assemblymember Ellen Corbett
20 ("Corbett"), asked Respondent Han whether there were friends or relatives of the Trevor
21 Law Group who were affiliated with CEW:

22 **Assemblymember Corbett:** Can you also tell us whether there's any relatives or
23 friends associated with this group?

24 **Respondent Han:** I'm not sure....

25 **Assemblymember Corbett:** Any relatives of the law group that are associated with
26 the enforcement corporation?

27 **Respondent Han:** No.

28 At no time did Respondent Hendrickson correct Respondent Han's

¹⁰⁰ See Noonan declaration, Exhibit 1.

1 **Assemblymember Corbett:** Okay, so the corporation hasn't updated it with the
2 Secretary of State?

3 **Respondent Han:** I believe that's correct.

4 **Assemblymember Corbett:** So she's still listed?

5 **Respondent Han:** Yes.

6 Respondent Han also knowingly gave false statement regarding the average
7 settlement for the Trevor Law Group's UCL litigation ranged from \$6,000-\$26,000. In
8 reality, the average settlement was between \$2,000 - \$5,000.¹⁰²

9 **By the foregoing:**

10 By making false and misleading statements to the joint informational hearing of the
11 Assembly and Senate Judiciary Committees, the Respondents committed acts of moral
12 turpitude, dishonesty or corruption.

13 *Last Minute Attempt to Legitimize CEW*

14 Just before the joint informational hearing of the Assembly and Senate Judiciary
15 Committees, in or about early January 2003, Kort and Respondent Han telephoned Hagop
16 Griggosian ("Griggosian") about becoming Vice President of CEW. Respondent Han told
17 Griggosian he was going to Sacramento and needed Griggosian to legitimize CEW.
18 Griggosian told Respondent Han that he did not want to become Vice President of CEW.¹⁰³

19 On or about January 13, 2003, one day before Respondents Han and Hendrickson
20 appeared before the Senate and Assembly Judiciary Committees, the Respondents prepared
21 and Kort signed a Statement of Domestic Stock Corporation, which listed Griggosian as
22 Secretary for CEW.¹⁰⁴

23 On or about January 14, 2003, Respondents Han and Hendrickson appeared before
24 the Senate and Assembly Judiciary Committees and falsely told the committee members that

25 ¹⁰² See Noonan declaration, Exhibit 1, Kim declaration (Kort deposition, page 173, line 21 - page 175,
26 line 2)

27 ¹⁰³ See Declaration of Hagop Griggosian ("Griggosian declaration") hereto attached as Exhibit 11.

28 ¹⁰⁴ See Kim declaration, Exhibit 2 (Kort Deposition, page 149, line 19 - 155, line 19 and Exhibit 9).

1 CEW's income from the UCL litigation was used, in part, to pay the salaries of
2 employees.¹⁰⁵ Thereafter, Griggosian learned that the Respondents and Kort had listed him
3 as an officer of CEW.

4 On January 20, 2003, Griggosian met with Kort and demanded that he be taken off
5 as an officer of CEW. Kort told Griggosian that he and the Respondents had needed
6 someone right away. Kort also told Griggosian that he should learn more about CEW
7 before being removed as an officer. Griggosian refused and again demanded that Kort
8 remove him as an officer. Griggosian telephoned Respondent Han and left messages
9 demanding that he be removed as an officer of CEW. Griggosian then sent Kort a letter
10 confirming his demand that Kort remove him as Vice President of CEW. Kort refused
11 acceptance of Griggosian's letter.¹⁰⁶

12 **By the foregoing:**

13 By listing Griggosian as an officer of CEW without his permission or knowledge, in
14 order to give the appearance of legitimacy and to advance their scheme to defraud,
15 Respondents committed acts involving moral turpitude, dishonest or corruption, in violation
16 of section 6106.

17 **3. Malicious Prosecution by the Trevor Law Group.**

18 On or about April 11, 2002, the same day Respondents attempted to file articles of
19 incorporation for CEW, Respondents filed the first of approximately 28 UCL lawsuits,
20 which named more than 3,000 separate defendants.¹⁰⁷

21 *Chart of the Trevor Law Group's UCL lawsuits*

22

Filed:	Case Name:	Case No.:	Defendants	DOEs
23 4-11-02	CEW v. 7 Day Tire et al.	02CC005533	76	30,000
24 5-31-02	CEW v. Rice Honda Superstore	BC274878	10	10,000

25
26 ¹⁰⁵ See Attachment 51 of the State Bar's Request for Judicial Notice.

27 ¹⁰⁶ See Griggosian declaration, Exhibit 11.

28 ¹⁰⁷ See Attachments 8-17 and 20-37 of the State Bar's Request for Judicial Notice.

1	5-31-02	CEW v. McMahons RV et al	BC274879	8	10,000
2	6-7-02	CEW v. Firestone Tire & Service	BC275338	5	30,000
3		et al			
4	7-17-02	CEW v. Brake Masters et al.	02AS04214	1	1,000
5	8-28-02	CEW v. Ocean Automotive	02CC00250	1	30,000
6	8-28-02	CEW v. Integrity Automotive	02CC00251	1	30,000
7	8-28-02	CEW v. American Tire & Auto	02CC00252	1	30,000
8	8-28-02	CEW v. Superior Automotive	02CC00253	1	30,000
9	8-28-02	CEW v. Tim's Auto Repair	02CC00254	1	30,000
10	8-28-02	CEW v. Silva's Auto Body	02CC00255	1	30,000
11	8-28-02	CEW v. Jeeps R Us	02CC00256	1	30,000
12	9-18-02	CEW v. Best Quick Smog et al	BC281693	200	30,000
13	9-18-02	CEW v. Didea Auto Repair et al	BC281694	200	30,000
14	9-18-02	CEW v. VIP Car Wash et al.	BC281695	200	30,000
15	9-18-02	CEW v. Guzman Carburator	BC281696	200	30,000
16	9-18-02	CEW v. A1 Smog Muffler et al.	BC281705	196	30,000
17	9-18-02	CEW v. #1 Auto Body Repair et al	02CC00278	109	30,000
18	9-19-02	CEW v. AC Auto Service et al	BC281768	203	30,000
19	9-20-02	CEW v. Oklahoma Tire Service et	BC281865	207	30,000
20		al			
21	9-24-02	CEW v. Progressive Lenders et al.	BC282020	10	30,000
22	9-27-02	CEW v. E Auto Glass Inc. et al	BC282336	200	30,000
23	9-30-02	CEW v. 3 Stage Auto Body &	02CC00293	199	30,000
24		Paint			
25	11-26-02	Helping Hands v. ONJ Coffee	BC286006	378	30,000
26	11-26-02	Helping Hands v. Bun Boy et al	BC286007	252	30,000
27	11-26-02	Helping Hands v. Pizza et al	BC286008	7	30,000
28	11-26-02	Helping Hands v. Blue Banana et	BC286009	388	30,000
		al			
	12-11-02	CEW v. Blue Banana et al.	BC286891	1013	30,000

1 Mass Production of UCL Lawsuits

2 Prior to filing each of the aforementioned lawsuits, the Trevor Law Group failed to
3 conduct a reasonable inquiry or investigation of the allegations against the named UCL
4 defendants. The Trevor Law Group relied on limited information posted on websites for the
5 Bureau of Automotive Repair and the Los Angeles County Department of Health Services.
6 [See following discussion].

7 **(a) UCL Lawsuits Based on Bureau of Automotive Repair Website.**

8 The Trevor Law Group derived the UCL allegations against automotive repair shops
9 from the Bureau of Automotive Repair (“BAR”) website, which posted notice of violations
10 (“NOVs”) relating to automotive repair businesses.¹⁰⁸ At all times, the BAR website posted
11 a disclaimer which stated that the BAR made no guarantee as to the “accuracy,
12 completeness, timeliness, currency, or correct sequencing of the information.”¹⁰⁹ The BAR
13 has never attached a penalty to the issuance NOVs. The BAR issued NOVs when it had
14 determined that no formal disciplinary action was warranted.¹¹⁰

15 The Respondents never employed investigators to investigate or monitor defendant
16 businesses.¹¹¹ The Respondents merely used the limited information posted on the BAR
17 website as the basis for numerous UCL lawsuits.¹¹² The Respondents knowingly sued
18 businesses that had resolved the allegations with the BAR or with the customers.¹¹³

20 ¹⁰⁸ See Attachment 51 of the State Bar’s Request for Judicial Notice. See also Declaration of Bill
21 Broneske (“Broneske declaration”) hereto attached as Exhibit 12.

22 ¹⁰⁹ See Attachment 51 of the State Bar’s Request for Judicial Notice.

23 ¹¹⁰ See Declaration of Patrick Dorais (“Dorais declaration”) hereto attached as Exhibit 13 and
24 Declaration of Kristin Anne Wiese (“Wiese declaration”) hereto attached as Exhibit 8.

25 ¹¹¹ See Attachment 51 of the State Bar’s Request for Judicial Notice.

26 ¹¹² See Attachments 8- 17, 20-29 and 31 of the State Bar’s Request for Judicial Notice. See also
27 Broneske declaration, Exhibit 12.

28 ¹¹³ See Attachment 51 of the State Bar’s Request for Judicial Notice. See also Declaration of Randy
Rizzi hereto attached as Exhibit 14, Declaration of Yervant Bilamjian hereto attached as Exhibit 15, Declaration
of Kenneth R. Fletcher hereto attached as Exhibit 16, Noonan declaration, Exhibit 1.

1 In or about May 2002, the Respondents hired Respondent Hendrickson's close
2 friend, Farber, as a file clerk. In or about September 2002, the Respondents made Farber
3 their office manager.¹¹⁴ During his employment as a file clerk, Farber wrote to the BAR
4 requesting additional information from the BAR regarding certain automotive shops. In
5 response the BAR provided Farber with complaint history forms for approximately 16
6 different autosshops.¹¹⁵

7 After approximately one month, the BAR informed Farber that he was submitting
8 too many requests for information on behalf of the Trevor Law Group. A BAR
9 representative told Farber that he could only file one written request per week. To
10 circumvent the BAR's limitation on his requests, the Trevor Law Group decided to prepare
11 numerous written requests to the BAR, using a different name and address on each request.
12 Farber prepared the written requests and directed other employees of the Trevor Law Group
13 to sign the requests and use their personal or residence address. Farber instructed the
14 employees to bring any response from the BAR back to the Trevor Law Group offices.¹¹⁶

15 On or about December 5, 2002, the BAR suspended the posting of NOV's on its
16 website due in part to the Trevor Law Group's misuse of the information to secure their own
17 UCL settlements. On or about January 15, 2003, the BAR suspended issuance of NOV's
18 altogether.¹¹⁷

19 **(b) UCL Lawsuits Based on Department of Health Services Website.**

20 The Trevor Law Group derived the UCL allegations against restaurant businesses
21 from the DHS's official website.¹¹⁸

22 The DHS website contains information about date of inspection, current score of the
23

24 ¹¹⁴ See Kim declaration, Exhibit 2 (Farber deposition, page 5, line 9 - page 8, line 5).

25 ¹¹⁵ See Broneske declaration, Exhibit 12, and Noonan declaration, Exhibit 1.

26 ¹¹⁶ Id. (Farber deposition, page 16, line 10 -page 31, line 16).

27 ¹¹⁷ See Dorais declaraton, Exhibit 13.

28 ¹¹⁸ See Noonan declaration, Exhibit 1, Thu declaration, Exhibit 19, Cheng declaration, Exhibit 26.

1 restaurant, a list of violation categories and the history of the last three inspection scores.
2 The list of violation categories gives a very brief and general description of the type of
3 violation by a restaurant. This general description does not give a detailed or specific
4 description of the violation.¹¹⁹ The website posts a disclaimer on the first page of the
5 website, which states that DHS is not responsible for any errors contained therein.¹²⁰ There
6 is no requirement for restaurants to maintain the past four years of business records for
7 inspection.¹²¹

8 In or about December 2002, DHS received numerous inquiries and telephone calls
9 concerning the Trevor Law Group's UCL litigation against restaurant businesses. In
10 response to these telephone calls and inquiries, on January 1, 2003, the Director of the
11 Environmental Health Division of the Department, Arturo Aguirre, sent a letter to all Los
12 Angeles County retail food facility operators stating that DHS was not involved in or in any
13 way associated with the Trevor Law Group's UCL lawsuits.

14 **By the foregoing:**

15 By knowingly failing to conduct a reasonably inquiry or investigation prior to filing
16 the
17 aforementioned UCL lawsuits against automotive repair shops and relying on limited
18 information posted by the BAR, the Respondents failed to commence actions that only
19 appear just, in violation of section 6068(c), and committed multiple acts involving moral
20 turpitude, dishonesty or corruption, in violation of section 6106.

21 By knowingly failing to conduct a reasonably inquiry or investigation prior to filing
22 the
23 aforementioned UCL lawsuits against restaurants and relying on limited information posted

24
25 ¹¹⁹ See Declaration of David Canchola ("Canchola declaration") hereto attached as Exhibit 17. See
26 also Declaration of State Bar Paralegal Nancy Cain ("Cain declaration") hereto attached as Exhibit 18. See
also Attachments 33-36 of the State Bar's Request for Judicial Notice.

27 ¹²⁰ See Canchola declaration, Exhibit 17, and Cain declaration, Exhibit 18.

28 ¹²¹ See Canchola declaration, Exhibit 17.

1 by DHS, the Respondents failed to commence actions that only appear just, in violation of
2 section 6068(c), and committed multiple acts involving moral turpitude, dishonesty or
3 corruption, in violation of section 6106.

4 By filing the aforementioned UCL lawsuits against automotive repair shops from the
5 corrupt motive of generating income and defrauded the public, the Respondents committed
6 multiple acts involving moral turpitude, dishonesty or corruption, in violation of section
7 6106, and commenced actions from a corrupt motive of passion or interest, in violation of
8 section 6068(g).

9 By filing the aforementioned UCL lawsuits against restaurants from the corrupt
10 motive of generating income and defrauded the public, the Respondents committed multiple
11 acts involving moral turpitude, dishonesty or corruption, in violation of section 6106, and
12 commenced actions from a corrupt motive of passion or interest, in violation of section
13 6068(g)

14 **(c) Misuse of Law Clerks and the Unauthorized Practice of Law.**

15 In or about early September 2002 through in or about early December 2002,
16 Respondents employed approximately ten law clerks to assist them with the UCL litigation.
17 The Respondents provided the law clerks with separate lists each containing approximately
18 200 automotive shop defendants. The Respondents instructed the law clerks to insert the
19 names of the listed defendants into a computer civil complaint template and to look up each
20 defendant on the Bureau of Automotive Repair (“BAR”) website for violations posted by
21 the BAR. The Respondents instructed the law clerks to insert recent violations for each
22 listed defendant into the civil complaint template. After the law clerks were finished
23 inserting the information into the complaint, one of the Respondents reviewed the complaint
24 for filing.¹²²

25
26 ¹²² See Declaration of Thu Huong Duong (“Thu declaration”) hereto attached as Exhibit 19;
27 Declaration of Josh Thomas (“Thomas declaration”) hereto attached as Exhibit 20; Declaration of Matt
28 Laviano (“Laviano declaration”) hereto attached as Exhibit 21; Declaration of Negin Salimipour (“Salimipour
declaration”) hereto attached as Exhibit 22; Declaration of Milli Kim (“Kim declaration”) hereto attached as
Exhibit 23; Declaration of Octavio Chaidez (“Chaidez declaration”) hereto attached as Exhibit 24; Declaration

1 After the Respondents filed the UCL complaints, the Respondents instructed the law
2 clerks to wait for telephone calls from the UCL defendants. Soon thereafter, the law clerks
3 began receiving telephone calls from angry UCL defendants. In response, the Respondents
4 provided the law clerks with a script to use when talking with the UCL defendants. The
5 script instructed the law clerks to explain to the defendants that they were being sued
6 pursuant to the UCL and to explain the violations as posted by the BAR website.

7 The script also instructed the law clerks to advise the defendants that they could
8 settle their cases. The Respondents initially authorized the law clerks to convey a flat
9 \$2,500 settlement offer to any UCL defendant whom the law clerks determined deserved a
10 the flat settlement offer. The Respondents indicated to the law clerks that if a defendant had
11 numerous violations or were egregious offenders, the law clerks should obtain a higher
12 settlement offer from one of the Respondents. The Respondents changed the settlement
13 offer to correspond to the number of violations alleged against the defendants.

14 During their employment, the law clerks received telephone calls from automotive
15 shop defendants who stated that allegations of having an expired or cancelled BAR license
16 were false as the defendant businesses had incorporated and obtained a new valid licenses.
17 The law clerks also received telephone calls from automotive shop defendants who stated
18 that the allegations against them related to a previous owner or owners. The Respondents
19 provided a second script to the law clerks which instructed the law clerks to advise certain
20 defendants that they were being prosecuted under the theory of successor liability.

21 In or about September or October 2002, the law clerks met with each other to
22 discuss their concerns about the UCL lawsuits and the Respondents' relationship with CEW
23 and LitFunding. The law clerks put together a list of concerns and gave the lists to each of
24 the Respondents. In response, the Respondents held meetings with the law clerks and stated
25 that CEW was a separate and distinct entity from the Trevor Law Group. The Respondents
26 stated that they received funding from LitFunding and paid a portion of settlement monies

27
28 of Kristine Truong ("Truong declaration") hereto attached as Exhibit 25; Declaration of Catherine Cheng
("Cheng declaration") hereto attached as Exhibit 26.

1 to CEW and LitFunding. The Respondents told the law clerks that they were not fee-
2 splitting with either CEW or LitFunding.¹²³

3 In or about the end of October 2002, the Respondents hired Respondent Trevor's
4 friend, Zachary Rozsman ("Rozsman") as project manager for the Trevor Law Group.
5 Rozsman had been previously unemployed and had no experience in the area of civil
6 litigation.¹²⁴ Thereafter, Rozsman handled most of the telephone calls from UCL defendants
7 and negotiated settlements on behalf of the Trevor Law Group.¹²⁵

8
9 During the law clerks' employment, the Trevor Law Group instructed some of them
10 to telephone UCL defendants and encourage settlements. From in or about September
11 through in or about December 2002, the Respondents informed the law clerks that they
12 might receive bonuses depending on the number of settlements the office obtained and how
13 quickly the law clerks could settle the cases.¹²⁶

14 ///

15 ///

16 ///

17
18 The Trevor Law Group paid the bonuses to law clerks out of General Account #317,
19 as follows:¹²⁷

<u>DATE</u>	<u>CHECK NO.</u>	<u>LAW CLERK</u>	<u>AMOUNT</u>
11-20-02	1100	Negin Salimipour	\$250.00

23 ¹²³ Id.

24 ¹²⁴ See Kim declaration, Exhibit 2 (Rozsman deposition, page 5, lines 1-22).

25 ¹²⁵ See Thu declaration, Exhibit 19.

26 ¹²⁶ See Thu declaration, Exhibit 19, Thomas declaration, Exhibit 20, Salimipour declaration, Exhibit
27 22, Chaidez declaration, Exhibit 24; Truong declaration, Exhibit 25, Cheng declaration, Exhibit 26.

28 ¹²⁷ See Noonan declaration, Exhibit 1 (certified copies of bank records).

1	11-29-02	1101	Thu Huong Duong	\$250.00
2	12-9-02	1163	Negin Salimipour	\$2,927.67
3	12-30-02	1188	Matt Laviano	\$2,000.00
4	1-3-03	1189	Josh Thomas	\$2,000.00

5 **By the foregoing:**

6 By failing to conduct a reasonable inquiry or investigation prior to filing the
7 aforementioned UCL lawsuits and by filing the UCL lawsuits against approximately 3,000
8 separate defendants in order to advance their scheme to defraud, the Respondents committed
9 acts involving moral turpitude, dishonesty or corruption, in violation of section 6106.

10 By authorizing the law clerks to determine, in their own discretion, which
11 defendants received a standard settlement offer of \$2,500, versus a lower or higher offer, the
12 Respondents aided and abetted the unauthorized practice of law, in violation of rule 1-
13 300(A) and committed acts involving moral turpitude, dishonesty or corruption, in violation
14 of section 6106.

15 **(d) Discovery of CEW’s Lack of Directors, Officers and Shareholders.**

16 In or about November 2002, the Respondents instructed law clerk Thu Huong
17 Duong (“Thu”) to prepare responses to interrogatories relating to one of the UCL lawsuits.
18 In preparation of the responses, Thu asked Respondent Trevor whether CEW had any
19 officers or directors. Respondent Trevor told Thu that CEW had no officers or directors
20 and, subsequently, Thu prepared interrogatory responses that stated there were no officers
21 or directors of CEW.¹²⁸

22 In or about December 2002, the Respondents instructed Thu to prepare responses to
23 another set of interrogatories. In preparation of the responses, Thu located a file regarding
24 CEW in one of the office file cabinets. Thu had previously seen this CEW file in one of the
25 Respondents’ offices. The CEW file contained a contract between CEW and the Trevor
26 Law Group and documents listing Kort, Engholm, Rozsman and Strausman as board
27

28 ¹²⁸ Id. See also Declaration of John Maida (“Maida declaration”) hereto attached as Exhibit 42.

1 members, agents or directors of CEW. Thereafter, on or about December 9, 2002, Thu
2 terminated her employment with the Trevor Law Group.¹²⁹

3 **(e) Coercive Settlement Tactics**

4 **The Red Letter:**

5 In addition to the aforementioned use of law clerks, from in or about September
6 through in or about December 2002, the Respondents mailed out initial settlement demand
7 letters printed on red paper (“the red letter”).¹³⁰ This demand letter stated the following
8 language:

9 “Dear Sir or Madam.....

10 [Y]our company is being sued. Other shops have received notice as well.
11 Some have challenged their lawsuits based on technicalities and now find
12 themselves - after spending a lot of time, money, and energy - in exactly the same
13 position in which they were initially. After all of that, they have two options: either
14 pay even more money to fight in court or settle out of court and get on with
15 business....

16 Many shops have chosen to settle. They have elected not to take time,
17 money, and energy involved with this challenge, they have settled, and they have
18 gone on with their business being mindful of their practices.

19 The history of this case shows that this is the most sensible option. Clearly
20 you have every right to challenge this suit. But at this point, after seeing the
21 progression of all these challenges, it is only fair to forewarn you that if you follow
22 the same course you will experience the same dead end and be right back where you
23 started. And you will have spent much more time and money on it than you would
24

25 ¹²⁹ Id.

26 ¹³⁰ See Declaration of Neal Tenen (“Tenen declaration”) hereto attached as Exhibit 28; Declaration of
27 Fred Ronn (“Ronn declaration”) hereto attached as Exhibit 29; Chaidez declaration, Exhibit 24. See also Kim
28 declaration (Farber deposition, page 61, line 17 -page 64, line 25), Noonan declaration, Exhibit 1, and
Attachment 51 of the State Bar’s Request for Judicial Notice.

1 have liked.”

2 After sending out the red letter, the Trevor Law Group knowingly sent out
3 subsequent mailings to UCL defendants which contained false and/or misleading statements
4 such as: (1) the Respondents settled these types of UCL lawsuits for \$6,000 to
5 \$26,000;¹³¹(2) UCL imposed “strict liability;” (3) restitution was available without
6 individualized proof of deception.¹³²

7 **The Settlement Documents:**

8 The Trevor Law Group routinely mailed or faxed settlement packages to UCL
9 defendants which contained a settlement agreement, stipulation for entry of judgment and
10 permanent injunction and judgment and permanent injunction (“settlement package”).¹³³
11 The Trevor Law Group knowingly made false and/or misleading statements in the
12 settlement package. Specifically, the settlement package falsely stated that the Trevor Law
13 Group and CEW promised to “release Defendant from all Claims arising from or connected
14 in any way with the occurrences alleged in the Complaint, or which were or could have been
15 raised in the Action.” The settlement package also falsely stated that judgment would bar
16 any and all persons from prosecuting such claims under the principles of res judicata and/or
17 collateral estoppel.¹³⁴

18 In addition, paragraph 7 of the settlement agreement, provided that each party shall
19 bear “its own costs, expenses and attorneys fees.” Despite this language, the agreement
20 also instructed the defendant to pay settlement amounts to the Trevor Law Group and CEW,
21 purportedly for “investigative fees and costs, expert fees, attorney’s fees, monitoring fees
22 and costs, and any other costs incurred as a result of investigation, litigating and negotiating
23

24 ¹³¹ See Kim declaration (Kort Deposition, page 173, line 22 - page 174, line 22 and Exhibit 4). See
25 also Noonan declaration, Exhibit 1 and Attachment 51 of the State Bar’s Request for Judicial Notice.

26 ¹³² See Fellmeth declaration, Exhibit 87. See also Noonan declaration, Exhibit 1.

27 ¹³³ See Noonan declaration, Exhibit 1.

28 ¹³⁴ See Fellmeth declaration, Exhibit 87.

1 a settlement.”¹³⁵

2 **Threatening Audit or Review of Records:**

3 In addition, the Trevor Law Group routinely threatened UCL defendants with audits
4 or review of their business records, pursuant to section 9880, in order to pressure the
5 defendants to settle their lawsuits.¹³⁶ [See discussion below regarding individual defendants
6 and defense counsel]. The Trevor Law Group intimidated the defendants by telling them
7 that a review of their business records would reveal more violations and, consequently,
8 would cost them more money to settle.¹³⁷ Even during times when there were court-ordered
9 stays on discovery, the Trevor Law Group routinely asked defendants to produce their
10 business records in order to pressure settlement.¹³⁸

11 Section 9880 and California Code of Regulation section 3350 relates to automotive
12 repair shop defendants but not to restaurant defendants. Despite this, the Trevor Law Group
13 also knowingly mailed letters to restaurant defendants, which contained false statements that
14 the defendants were required to maintain four years of business records for inspection,
15 pursuant to section 9880 and California Regulation Code section 3350. At no time were
16 restaurants required to maintain such business records for inspection.¹³⁹

17 **By the foregoing:**

18 By knowingly using false and misleading language in settlement demands letters,
19 using coercive or intimidating language in settlement demand letters, threatening further
20 prosecution and substantial discovery, the Respondents engaged in coercive settlement
21

22 ¹³⁵ Id. See also Noonan declaration, Exhibit 1, Declaration of Kelly Stelle (“Stelle declaration”) hereto attached as Exhibit 33.

24 ¹³⁶ See Attachments 4-5 of the State Bar’s Request for Judicial Notice.

25 ¹³⁷ See Noonan declaration, Exhibit 1.

26 ¹³⁸ See Jacobs declaration, Exhibit 65, Declaration of Kenneth Linzer hereto attached as Exhibit 86.

27 ¹³⁹ See Declaration of Anahid Agemian (“Agemian declaration”) hereto attached as Exhibit 77,
28 Declaration of Jonathan Gabriel (“Gabriel declaration”) hereto attached as Exhibit 73, Canchola declaration, Exhibit 17, Attachments 4-5 of the State Bar’s Request for Judicial Notice.

1 tactics and committed acts involving moral turpitude, dishonesty or corruption, in violation
2 of 6106.

3 By knowingly mailing settlement documents and letters, which contained false and
4 misleading statements, with the intent to advance their scheme to defraud and obtain
5 settlement funds, the Respondents committed mail fraud and acts involving moral turpitude,
6 dishonesty or corruption, in violation of section 6106.

7 **4. Sampling of UCL Auto Repair Shop Defendants.**

8 From in or about April 2002 through present time, the Trevor Law Group sued
9 approximately 2,000 automotive repair defendants in the aforementioned UCL litigation.¹⁴⁰
10 The following are just a few examples of Respondent’s misconduct involving autoshop
11 repair defendants:

12 **(a) Defendant Mission Viejo Transmission.**

13 On April 11, 2002, the Trevor Law Group filed Case No. 02CC005533 (“7 Day Tire
14 Case”), which named one defendant and 30,000 DOE defendants. On or about April 15,
15 2002, Kevin Hurley (“Hurley”), owner of Mission Viejo Transmissions received a copy of
16 the complaint in the 7 Day Tire Case, but the complaint did not name Mission Viejo
17 Transmissions as a defendant. In or about May 2002, Hurley received documents
18 demonstrating that Mission Viejo was a named defendant in the 7 Day Tire Case. On or
19 about May 15, 2002, Hurley received a demand for production of documents.

20 Around this time, Hurley also received a telephone call from a representative of the
21 Trevor Law Group. Hurley explained to the representative that the allegations against
22 Mission Viejo were false, as they related to an old license which Hurley had surrendered to
23 the BAR in October 2001. The representative told Hurley that he could settle the lawsuit by
24 paying \$2,500. The representative also told Hurley that he would be sorry if he fought the
25 lawsuit and that the Trevor Law Group would put him out of business.

26 Hurley retained counsel, Glen Mozingo (“Mozingo”) to represent him and Mission
27

28 ¹⁴⁰ See Attachments 8-17, 19-29 & 31 of the Requests for Judicial Notice.

1 Viejo Transmissions in the 7 Day Tire Case. Mozingo telephoned the Trevor Law Group
2 and informed the office that he was representing Hurley and Mission Viejo Transmission
3 and that all future contact should be through Mozingo's office. Thereafter, the Trevor Law
4 Group continued to telephone Hurley and pressure him to settle the lawsuit. The caller(s)
5 from Trevor Law Group told Hurley that he was in big trouble if he did not settle. The
6 caller(s) told Hurley that the Trevor Law Group could take a look at Hurley's business
7 records and make it very embarrassing for Hurley to fight the lawsuit.¹⁴¹

8 In July 2002, Hurley retained attorney Kathleen Jacobs ("Jacobs") to take over for
9 Mozingo in the 7 day Tire Case. On or about November 3, 2002, Hurley and Jacobs
10 attended a court hearing in the 7 Day Tire Case. Jacobs appeared as attorney for Mission
11 Viejo Transmissions.

12 After the court hearing, Hurley saw Respondents Han, Trevor and three other
13 individuals getting into a BMW, which was parked next to Hurley's car in the courthouse
14 parking lot. Hurley asked Respondent Trevor why he was pursuing the lawsuit. Hurley
15 advised Respondent Trevor that he had been in the automotive business for 23 years and had
16 worked at the highest ranked AAMCO shop in th country for 17 years. Respondent Trevor
17 responded by telling Hurley that if he "really wanted out of this suit," the Trevor Law Group
18 would hire Hurley as their own "expert witness." Respondent Trevor told Hurley that he
19 would be "well paid" if Hurley agreed to be their expert witness. Thereafter either
20 Respondent Han or Respondent Trevor gave Hurley a business card and asked him to call or
21 come down to the Trevor Law Group offices. Hurley did not accept the offer to become an
22 expert witness for the Trevor Law Group.¹⁴²

23 **By the foregoing:**

24 By knowingly failing to investigate allegations and maintaining Mission Viejo
25

26 ¹⁴¹ See Declaration of Kevin Hurley ("Hurley declaration") hereto attached as Exhibit 30. See also
27 Declaration of Glen Mozingo hereto attached as Exhibit 31.

28 ¹⁴² See Hurley declaration, Exhibit 30.

1 Transmissions as a defendant in the 7 Day Tire Case, the Respondents failed to maintain
2 actions or proceedings as only appear just, in violation of section 6068(c), and committed an
3 act or moral turpitude, dishonesty or corruption, in violation of section 6106.

4 By knowingly continuing to pursue the 7 Day Tire Case against Mission Viejo
5 Transmissions with the motive of generating attorney fees and defrauding the public, the
6 Respondents have continued an action from a corrupt motive of passion or interest, in
7 violation of section 6068(g), and committed an act involving moral turpitude, dishonesty or
8 corruption, in violation of section 6106.

9 By communicating with Hurley after Mazingo informed their office that he was
10 representing Hurley and Mission Viejo Transmissions as counsel, the Respondents
11 communicated with represented party in violation of rule 2-100.

12 By threatening to put Hurley out of business if he did not settle the lawsuit, telling
13 Hurley he could get out of the lawsuit only by becoming their expert witness, the
14 Respondents committed acts involving moral turpitude, dishonesty or corruption, in
15 violation of section 6106

16 **(b) Defendant Nino Auto Service.**

17 At all relevant times, Nino Auto Service had a valid BAR license and no history of
18 discipline or complaints by the BAR.¹⁴³

19 In April 2002, Rula Hanna Nino (“Rula Nino”), owner of Nino Auto Service,
20 received a copy of the complaint in the 7 Day Tire Case. Soon thereafter, the Trevor Law
21 Group sent settlement demand letters and a settlement package, which contained false
22 and/or misleading statements, to Nino Auto Service. The Trevor Law Group also repeatedly
23 telephoned the business trying to pressure Nino Auto Service into settling the lawsuit.

24 During this time period, Rula Nino and her family were busy dealing with numerous
25 medical and financial problems. Rula Nino’s mother was ill due to diabetes. Rula Nino’s
26 sister, Mirena Nino, had been diagnosed with Lukemia in November 2001, and was in and
27

28 ¹⁴³ See Broneske declaration, Exhibit 12.

1 out of the hospital through March 28, 2002. It was determined that Rula Nino was a match
2 for her Mirena Nino’s bone-marrow transplant, but the doctors then discovered ovarian
3 tumors in Rula Nino. On July 30, 2002, Rula Nino was admitted into the hospital to have
4 her tumors removed. Rula Nino then underwent a bone-marrow transplant with her sister
5 Mirena Nino on September 17, 2002. During this time period, Rula Nino relied on her
6 father (“Mr. Nino”), who speaks limited English, to manage Nino Auto Service.

7 During this time period, the Trevor Law Group repeatedly telephoned Mr. Nino
8 about the
9 lawsuit, which disrupted business and caused much stress on Mr. Nino. Rula Nino had to
10 instruct her father not to answer the telephone due to the numerous calls from the Trevor
11 Law Group.

12 During this time period, the Trevor Law Group demanded \$2,500 as settlement of
13 the 7 Day Tire Case and requested production of Nino Auto Service’s business records.
14 Rula Nino and her family started preparing copies of their business records. Rula Nino and
15 her family did not understand what, if anything, they did wrong. Thereafter, Rula Nino
16 retained Jacobs, for \$1,500, to represent Nino Auto Service in the 7 Day Tire Case.

17 Rula Nino’s family had to borrow money to pay for the medical expenses relating to
18 Mirena Nino’s treatment and, since the filing of the 7 Day Tire Case, they had to shut down
19 their family business, Nino Auto Service. Since retaining Jacobs, the Nino family has been
20 unable to pay any additional attorney fees to Jacobs.¹⁴⁴

21 **By the foregoing:**

22 By knowingly failing to investigate allegations and maintaining Nino Auto Service
23 as a defendant in the 7 Day Tire Case, the Respondents failed to maintain actions or
24 proceedings as only appear just, in violation of section 6068(c), and committed an act
25 involving moral turpitude, dishonest or corruption, in violation of section 6106.

26 By knowingly continuing to pursue the 7 Day Tire Case against Nino Auto Service
27

28 ¹⁴⁴ See Declaration of Rula Nino hereto attached as Exhibit 32. See also Noonan declaration, Exhibit 1.

1 with the motive of generating attorney fees and defrauding the public, the Respondents have
2 continued an action from a corrupt motive of passion or interest, in violation of section
3 6068(g), and committed an act involving moral turpitude, dishonest or corruption, in
4 violation of section 6106.

5 By repeatedly telephoning Nino Auto Service, knowingly sending settlement
6 demand letters which contained false and/or misleading statements, requesting production of
7 business records in order to pressure Nino Auto Service into settling the lawsuit, the
8 Respondents committed acts involving moral turpitude, dishonesty or corruption, in
9 violation of section 6106.

10 **(c) Defendant Irvine Speedometer & Cruise Control Service.**

11 On or about April 2002, the Trevor Law Group served a copy of the complaint in the
12 7 Day Tire Case on Kelly Stelle (“Stelle”), owner of Irvine Speedometer & Cruise Control
13 Service (“Irvine Speedometer”). Stelle became the owner of Irvine Speedometer in
14 September 2001. The complaint did not list Irvine Speedometer as a defendant. Later,
15 Stelle received a DOE amendment to the complaint which listed Irvine Speedometer as a
16 defendant.

17 On April 29, 2002, Stelle contacted the BAR to determine whether Irvine
18 Speedometer had any pending action or complaint. The BAR faxed Stelle documents
19 demonstrating that there had been no disciplinary actions or complaints against Irvine
20 Speedometer within the past three years. The documents also demonstrated NOV’s issued in
21 August 2001, before Stelle had become owner of Irvine Speedometer.

22 Stelle had two telephone conversations with a representative of the Trevor Law
23 Group regarding the 7 Day Tire Case. During these conversations, Stelle asked for an
24 explanation of the lawsuit. Stelle also explained the fact that she had only recently been in
25 business with Irvine Speedometer. The representative failed to explain the basis of the
26 lawsuit against Irvine Speedometer and, instead, pressured Stelle to settle the lawsuit.

27 After the telephone conversations with the Trevor Law Group, Stelle consulted with
28 an attorney who informed her that it would cost thousands of dollars to defend the lawsuit

1 and that it would be less expensive to simply settle the case. Stelle determined that she
2 could not afford to defend the lawsuit and agreed to settle the case for \$2,000. Despite the
3 decision to settle the 7 Day Tire Case, Stelle did not understand what she had done wrong or
4 why she was subject to the lawsuit.

5
6 On May 1, 2002, the Trevor Law Group faxed Stelle a settlement package which
7 contained the previously discussed false and/or misleading statements.¹⁴⁵

8
9 **By the foregoing:**

10 By knowingly failing to investigate allegations and maintaining Irvine Speedometer
11 as a defendant in the 7 Day Tire Case, the Respondents failed to maintain actions or
12 proceedings as only appear just, in violation of section 6068(c), and committed an act
13 involving moral turpitude, dishonest or corruption, in violation of section 6106.

14 By knowingly continuing to pursue the 7 Day Tire Case against Irvine Speedometer
15 with the motive of generating attorney fees and defrauding the public, the Respondents
16 have continued an action from a corrupt motive of passion or interest, in violation of section
17 6068(g), and committed an act involving moral turpitude, dishonest or corruption, in
18 violation of section 6106.

19 By knowingly sending a settlement package which contained false and/or misleading
20 statements, in order to pressure Irvine Speedometer into settling the lawsuit, the
21 Respondents committed an act involving moral turpitude, dishonesty or corruption, in
22 violation of section 6106.

23 By knowingly obtaining settlement funds from Irvine Speedometer on behalf of a
24 shell corporation and in furtherance of their scheme to defraud, the Respondents committed
25 acts of moral turpitude, dishonesty or corruption, in violation of section 6106.

26 **(d) Defendant Custom Motors Enterprises, Inc.**

27
28 ¹⁴⁵ See Declaration of Kelly Stelle hereto attached as Exhibit 33.

1 In or about April 2002, a process server for the Trevor Law Group gave Barry Bloch
2 (“Bloch”), employee of Custom Motors Enterprises, Inc. (“Custom Motors”), a copy of the
3 complaint in the 7 Day Tire Case. Bloch informed the process server that he was not the
4 owner or officer of the business and that he would not accept service. In response, the
5 process server dropped the complaint on Bloch’s desk and left. Bloch informed his
6 supervisor, Barbara Page (“Page”), who told Bloch that Custom Motors would retain
7 counsel in the matter.

8 Two days later, Respondent Trevor telephoned Bloch about the lawsuit. Bloch
9 informed Respondent Trevor that he was not the right person to speak with about the lawsuit
10 as Bloch was merely an employee at Custom Motors. Respondent Trevor replied by asking
11 Bloch if he knew the consequences of failing to answer the complaint. Respondent
12 Trevor also stated to Bloch that he had the right to shut down Custom Motors.

13 On or about April 19, 2002, Custom Motors retained counsel John Darcy Bolton
14 (“Bolton”). On April 29, 2002, Bolton sent a letter to the Trevor Law Group disputing the
15 allegations against Custom Motors and requesting specific facts regarding the allegations,
16 which were vague and uncertain. On or about May 8, 2002, Respondent Trevor sent Bolton
17 a response letter which failed to provide specific facts to support the allegation.

18 In or about April or May 2002, Respondent Trevor telephoned Bloch a second time
19 and stated that Custom Motors was without counsel and in contempt of court. Bloch again
20 informed Respondent Trevor that he was not the correct person to speak with about the
21 lawsuit and informed Respondent Trevor that Bolton represented Custom Motors in the
22 lawsuit. Respondent Trevor demanded four years of business records from Bloch.
23 Respondent Trevor stated that he could refer any violations he found to the Grand Jury for
24 prosecution. Thereafter, Respondent Trevor telephoned Bloch a third time and stated that
25 Custom Motors needed to settle the lawsuit. Bloch hung up on Respondent Trevor.¹⁴⁶

26
27
28 ¹⁴⁶ See Declaration of Barry Bloch hereto attached as Exhibit 34 and Declaration of John Darcy Bolton hereto attached as Exhibit 35 and Declaration of Barbara Page hereto attached as Exhibit 82.

1 In or about the middle of May 2002, Respondent Hendrickson telephoned Bolton
2 regarding the 7 Day Tire Case. Bolton told Respondent Hendrickson that Custom Motors
3 had no intention of settling the lawsuit. Approximately 30 minutes later, Respondent
4 Hendrickson directly telephoned Bloch asking him to settle the lawsuit. Bloch hung up on
5 Respondent Hendrickson.

6 **By the foregoing:**

7 By knowingly failing to investigate allegations and maintaining Custom Motors as a
8 defendant in the 7 Day Tire Case, the Respondents failed to maintain actions or proceedings
9 as only appear just, in violation of section 6068(c), and committed an act involving moral
10 turpitude, dishonest or corruption, in violation of section 6106.

11 By knowingly continuing to pursue the 7 Day Tire Case against Custom Motors with
12 the motive of generating attorney fees and defrauding the public, the Respondents have
13 continued an action from a corrupt motive of passion or interest, in violation of section
14 6068(g), and committed an act involving moral turpitude, dishonest or corruption, in
15 violation of section 6106.

16 By pressuring Bloch to settle, threatening to shut down Custom Motors, threatening
17 to review business records and refer violations to the Grand Jury and engaging in coercive
18 settlement tactics, the Respondents committed acts involving moral turpitude, dishonesty or
19 corruption, in violation of section 6106.

20 By directly contacting Bloch in order to pressure settlement, after Bloch informed
21 them that Custom Motors was represented by counsel, the Respondents communicated with
22 a represented party, in violation of rule 2-100(A).

23 **(e) Defendant Bestrans.**

24 In or about April 2002, Clifford McKay ("McKay"), owner of Bestrans, contacted
25 the Trevor Law Group regarding the 7 Day Tire Case and spoke to Respondent Trevor.
26 McKay offered to pay \$400-500 to settle the suit. Respondent Trevor told McKay that he
27 could pay \$2,000 by the end of the day or else the settlement offer would increase to \$4,000
28 the next business day. McKay agreed to pay the settlement offer.

1 On or about April 29, 2002, McKay wire transferred \$2,000 into CTA #208.¹⁴⁷

2 On or about June 28, 2002, without disbursing an portion of the \$2,000 to CEW, the Trevor
3 Law Group withdrew all funds from CTA #208 and deposited those funds into General
4 Account #713.¹⁴⁸

5 Approximately a month or so later, the Trevor Law Group sent McKay a settlement
6 package regarding the 7 Day Tire Case, which contained false and/or misleading statements.

7 After receiving the settlement documents, McKay telephoned the Trevor Law Group
8 to inquire why he had to sign any documents in light of the fact that he had already settled
9 the lawsuit. The representative who answered the telephone instructed McKay to call back
10 later to speak to Respondent Trevor directly. McKay instructed his business partner, Mike
11 Flores (“Flores”) to speak to Respondent Trevor about the settlement agreement.

12 Flores telephoned Respondent Trevor and informed him that neither McKay or he
13 agreed with the terms in the settlement agreement. Respondent Trevor told Flores that he
14 could black out the portions of the settlement agreement which he disagreed with.
15 Together, McKay and Flores reviewed the settlement agreement and disagreed with the
16 majority of the language. Thereafter, neither signed or returned the agreement back to the
17 Trevor Law Group.

18 In or about September 2002, the Trevor Law Group served Bestrans with a copy of
19 the complaint in Case No. 02CC00293 (“3 Stage Auto Body Case”). After receiving the
20 complaint, Flores telephoned Respondent Trevor and asked why they were suing Bestrans
21 again in a separate lawsuit after Bestrans had paid \$2000 to the Trevor Law Group.
22 Respondent Trevor told Flores that the second lawsuit was a mistake and that the matter
23 with Bestrans had been resolved. Flores asked Respondent Trevor to send him proof of
24 dismissal.

25

26

27 ¹⁴⁷ See Declaration of Clifford McKay (“McKay declaration”) hereto attached as Exhibit 36. See
also Noonan declaration, Exhibit 1 (certified bank records).

28 ¹⁴⁸ See Noonan declaration, Exhibit 1 (certified bank records).

1 In or about November 2002, the Trevor Law Group dismissed Bestrans from the 3
2 Stage Auto Body Case.¹⁴⁹ No one from the Trevor Law Group noticed or served Bestrans
3 with a copy of request for dismissal.¹⁵⁰

4 **By the foregoing:**

5 By knowingly failing to investigate allegations and maintaining Bestrans as a
6 defendant in the 7 Day Tire Case until Bestrans agreed to settle, the Respondents failed to
7 maintain actions or proceedings as only appear just, in violation of section 6068(c), and
8 committed acts involving moral turpitude, dishonesty or corruption, in violation of section
9 6106.

10 By knowingly pursuing the 7 Day Tire Case against Bestrans from the motive of
11 generating attorney fees and defrauding the public, the Respondents have commenced and
12 continued an action from a corrupt motive of passion or interest, in violation of section
13 6068(g), and committed acts involving moral turpitude, dishonesty or corruption, in
14 violation of section 6106.

15 By knowingly obtaining settlement funds from Bestrans on behalf of a shell
16 corporation
17 and in furtherance of their scheme to defraud, the Respondents committed acts of moral
18 turpitude, dishonesty or corruption, in violation of section 6106.

19 By knowingly withdrawing settlement funds from in CTA #208, depositing the
20 settlement funds into General Account #713, and failing to maintain or disburse to CEW its
21 portion of the settlement funds, the Respondents failed to maintain settlement funds held in
22 trust on behalf of a client, in violation of rule 4-100(A), and committed acts involving moral
23 turpitude, dishonesty or corruption, in violation of section 6106.

24 **(f) Defendant A&A Auto Center.**

26 ¹⁴⁹ See Attachment 17 of the State Bar's Request for Judicial Notice.

27 ¹⁵⁰ See McKay declaration, Exhibit 36, and Declaration of Mike Flores
28 hereto attached as Exhibit 37.

1 In or about April 2002, Ahmad Ghanavatzadeh (“Ghanavatzadeh”), owner of A&A
2 Auto Center, Inc. received a copy of 7 Day Tire Case lawsuit, which alleged that A&A Auto
3 Center had an expired license. Ghanavatzadeh checked the BAR website and confirmed
4 that his BAR license was valid. Ghanavatzadeh had incorporated his business on or about
5 January 7, 1999,
6 and obtained a new BAR license under the corporation name A&A Auto Center, Inc.
7 Ghanavatzadeh had always operated his business with a valid BAR license.

8 After receipt of the 7 Day Tire Case lawsuit, Ghanavatzadeh telephoned Respondent
9 Trevor, who began yelling and screaming at Ghanavatzadeh. Ghanavatzadeh tried to calm
10 Respondent Trevor down and asked which customer(s) had made any complaints against
11 A&A Auto Center, Inc. Respondent Trevor told Ghanavatzadeh that he did not represent
12 any
13 customers and that the basis of the lawsuit was Ghanavatzadeh’s expired BAR license.
14 Ghanavatzadeh explained to Respondent Trevor that he had incorporated the business and
15 obtained a new BAR license. Respondent Trevor called Ghanavatzadeh a liar and hung up
16 on him.

17 Approximately ten minutes later, Respondent Trevor telephoned Ghanavatzadeh and
18 demanded \$2,500 as settlement of the lawsuit. Respondent Trevor also demanded that
19 Ghanavatzadeh produce four years of business records so that the Trevor Law Group could
20 “audit” the records. Respondent Trevor told Ghanavatzadeh that mechanics always make
21 mistakes on their paperwork and that Respondent Trevor would find “mistake after mistake”
22 in Ghanavatzadeh’s business records. Ghanavatzadeh refused the settlement offer and told
23 Respondent Trevor that he was represented by counsel.

24 Approximately one week later, Respondent Trevor telephoned Ghanavatzadeh again.
25 Respondent Trevor demanded \$2,000 as settlement of the 7 Day Tire Case and gave
26 Ghanavatzadeh until the next day to pay. Respondent Trevor told Ghanavatzadeh that if he
27 did not pay \$2,000 by the following day, the settlement offer would increase to \$2,500.
28 Ghanavatzadeh rejected the offer and instructed Respondent Trevor to stop calling him.

1 The next week, Respondent Trevor telephoned Ghanavatzadeh and demanded
2 \$1,500 to settle the lawsuit. Ghanavatzadeh rejected the offer and told Respondent Trevor
3 that he was represented by counsel. During the next 25 days, Respondent Trevor continued
4 to telephone Ghanavatzadeh about the 7 Day Tire Case, but Ghanavatzadeh was out of
5 town. In or about May 2002, Ghanavatzadeh consulted with Jacobs and retained her in late
6 May 2002.

7 In or about June 2002, the Trevor Law Group sent Ghanavatzadeh letters and
8 documents relating to the 7 Day Tire Case, which Ghanavatzadeh forwarded to Jacobs. On
9 or about July 26, 2002, a caller from the Trevor Law Group telephoned Ghanavatzadeh and,
10 subsequently, transferred the call to Respondent Trevor. Respondent Trevor demanded
11 \$2,500 as settlement. Ghanavatzadeh told Respondent Trevor that he would not pay more
12 than \$500 to settle the lawsuit. Respondent Trevor then told Ghanavatzadeh that he would
13 not have to pay any settlement money if Ghanavatzadeh would gather a group of automotive
14 repair shop defendants and convince them to settle their lawsuits with the Trevor Law
15 Group. Respondent Trevor told Ghanavatzadeh that it was the only way Ghanavatzadeh
16 could get out of the 7 Day Tire Case. Ghanavatzadeh rejected Respondent Trevor's offer
17 and refused to convince others to settle their cases.¹⁵¹

18 **By the foregoing:**

19 By knowingly failing to investigate allegations and maintaining A&A Auto Center
20 as a defendant in the 7 Day Tire Case, the Respondents failed to maintain actions or
21 proceedings as only appear just, in violation of section 6068(c), and committed acts
22 involving moral turpitude, dishonesty or corruption, in violation of section 6106.

23 By knowingly continuing to pursue the 7 Day Tire Case against A&A Auto Center
24 from the motive of generating attorney fees and defrauding the public, the Respondents
25 have continued an action from a corrupt motive of passion or interest, in violation of section
26 6068(g), and committed acts involving moral turpitude, dishonesty or corruption, in

27 _____
28 ¹⁵¹ See Declaration of Ahmad Ghanavatzadeh hereto attached as Exhibit 38.

1 violation of section 6106.

2 By repeatedly telephoning Ghanavatzadeh to force settlement, threatening to audit
3 business records and find mistakes, telling Ghanavatzadeh that the only way out of paying
4 money was convince other defendants to settle their lawsuits, the Respondents engaged in
5 coercive settlement tactics and committed acts involving moral turpitude, dishonesty or
6 corruption, in violation of section 6106.

7 By directly telephoning Ghanavatzadeh after Ghanavatzadeh said he was represented
8 by counsel, the Respondents communicated with a represented party, in violation of rule 2-
9 100(A).

10 **(g) Defendant Autotronix.**

11 In or about April 2002, Mohammed Aboabdo (“Aboabdo”), owner of Autotronix,
12 received a copy of the complaint in the 7 Day Tire Case. In or about early April 2002, a
13 representative from the Trevor Law Group telephoned Aboabdo’s secretary Jennifer Ny
14 (“Ny”). Ny explained to the representative that Autotronix was not an automotive repair
15 business. The representative from the Trevor Law Group told Ny that it did not matter and
16 that Autotronix had to pay money in order to settle the lawsuit.

17 From in or about April through in or about September 2002, the Trevor Law Group
18 continued to telephone Ny about the 7 Day Tire Case. During each telephone call, Ny again
19 explained that Autotronix was not an automotive repair business.

20 In response, Aboabda paid \$5,000 to an attorney to represent Autotronix in the 7
21 Day Tire Case. In or about September 2002, Aboabda decided to settle the lawsuit with
22 Trevor Law Group. Aboabda issued a check payable to CEW in the amount of \$2,500, as
23 full settlement of the lawsuit.¹⁵²

24 **By the foregoing:**

25 By knowingly failing to investigate allegations and maintaining Autotronix as a
26

27
28 ¹⁵² See Declaration of Mohammad Aboabdo hereto attached as Exhibit 39, and Declaration of
Jennifer Ny hereto attached as Exhibit 40.

1 defendant in the 7 Day Tire Case until Autotronix agreed to settle, the Respondents failed to
2 maintain actions or proceedings as only appear just, in violation of section 6068(c), and
3 committed acts involving moral turpitude, dishonesty or corruption, in violation of section
4 6106.

5 By knowingly pursuing the 7 Day Tire Case against Autotronix from the motive of
6 generating attorney fees and defrauding the public, the Respondents have commenced and
7 continued an action from a corrupt motive of passion or interest, in violation of section
8 6068(g), and committed acts involving moral turpitude, dishonesty or corruption, in
9 violation of section 6106.

10 By knowingly obtaining settlement funds from Autotronix on behalf of a shell
11 corporation and in furtherance of their scheme to defraud, the Respondents committed acts
12 of moral turpitude, dishonesty or corruption, in violation of section 6106.

13 **(h) Defendant Fountain Valley Auto & Truck Repair.**

14 In or about April 2002, Beverly Fard (“Fard”), owner of Fountain Valley Auto &
15 Truck Repair (“Fountain Valley”), received a copy of the complaint in the 7 Day Tire Case,
16 which did not name Fountain Valley as a defendant nor allege any misconduct against the
17 business.

18 On or about May 1, 2002, Fard telephoned the Trevor Law Group about the
19 complaint and spoke with Respondent Trevor. Respondent Trevor told Fard that she could
20 pay between \$2,500-\$7,000 as settlement of the lawsuit. Respondent Trevor told Fard that
21 Fountain Valley had numerous violations but could not specify the nature or details of the
22 alleged violations. Fard told Respondent Trevor that Fountain Valley did not have
23 violations.

24 During this telephone conversation, Fard told Respondent Trevor that she would
25 retain counsel to defend against the lawsuit. Fard asked Respondent Trevor for the address
26 and agent for service of process for CEW. Respondent Trevor refused to provide that
27 information to Fard.

28 Thereafter, the Trevor Law Group mailed Fard an amended complaint or DOE

1 amendment which alleged that Fountain Valley had delayed in registering its BAR license.

2 In or about July 2002, Fard retained Jacobs to represent her in the 7 Day Tire Case.

3 On or about October 9, 2002, law clerk Negin Salimipour (“Salimipour”) telephoned
4 Fard on behalf of the Trevor Law Group and stated that Fountain Valley was in default.
5 Fard told Salimipour that she was represented by Jacobs in the matter. Fard asked
6 Salimipour for her last name, but Salimipour refused to provide her full name to Fard.

7 Approximately ten minutes later, law clerk Josh Thomas (“Thomas”) telephoned
8 Fard on behalf of the Trevor Law Group. Fard told Thomas that she did not want to talk to
9 him and hung up.

10 On October 25, 2002, Salimipour telephoned Fard again on behalf of the Trevor Law
11 Group. Salimipour told Fard that the Trevor Law Group would obtain a judgment against
12 Fountain Valley. Salimipour told Fard that the Trevor Law Group would obtain a lien
13 against Fountain Valley and send a sheriff out to the business. Salimipour also told Fard
14 that Fard could not fight the lawsuit.¹⁵³

15 **By the foregoing:**

16 By knowingly failing to investigate allegations and maintaining Fountain Valley as a
17 defendant in the 7 Day Tire Case, the Respondents failed to maintain actions or proceedings
18 as only appear just, in violation of section 6068(c), and committed acts involving moral
19 turpitude, dishonest or corruption, in violation of section 6106.

20 By knowingly pursuing the 7 Day Tire Case against Fountain Valley from the
21 motive of generating attorney fees and defrauding the public, the Respondents have
22 commenced and continued an action from a corrupt motive of passion or interest, in
23 violation of section 6068(g), and committed acts involving moral turpitude, dishonest or
24 corruption, in violation of section 6106.

25 By refusing to provide the name and address for CEW’s agent for service of process,
26 having office staff contact Fard after Fard stated she was represented by counsel,

27 _____
28 ¹⁵³ See Declaration of Beverly Fard hereto attached as Exhibit 41.

1 representing through Salimipour that the Trevor Law Group would obtain a lien and send a
2 sheriff out to Fountain Valley, the Respondents engaged in coercive settlement tactics and
3 committed acts of moral turpitude, dishonesty or corruption, in violation of section 6106.

4
5 **(i) Defendant Pazzulla Automotive & Marine.**

6 In or about April 2002, Michael Pazzulla (“Pazzulla”) received paperwork from the
7 Trevor Law Group regarding the 7 Day Tire Case. Pazzulla did not understand the
8 paperwork, so he telephoned the Trevor Law Group and left a message for someone to call
9 him back about the 7 Day Tire Case. Pazzulla then asked his friend, attorney Nick Bebek
10 (“Bebek”) to review the documents.

11 Later that week, Bebek telephoned the Trevor Law Group and spoke to Respondent
12 Hendrickson about the lawsuit. Respondent Hendrickson told Bebek that Pazzulla did not
13 pay his business fees on time and there were two incidents with the BAR.

14 Thereafter, Pazzulla and Bebek attended a meeting with other auto shop defendants
15 in Costa Mesa. They learned that the law firm of Rutan & Tucker were representing
16 Firestone Bridgestone Service Center and that the due dates for responsive pleadings had
17 changed. Later, Bebek and Pazzulla heard the parties were back in court and that Pazzulla’s
18 responsive pleadings would be due. Pazzulla decided to settle the lawsuit because he did
19 not want to worry about the lawsuit anymore.

20 In or about June 2002, Bebek again spoke to Respondent Hendrickson and requested
21 a settlement of \$1,000 settlement offer with injunction against Pazzulla’s business. Bebek
22 told Respondent Hendrickson that any infraction against Pazzulla’s business was minor and
23 that the lawsuit was overkill. Respondent Hendrickson told Bebek that if the case
24 proceeded, the Trevor Law Group would find more stuff against Pazzulla in discovery and
25 that the case could get very expensive. Respondent Hendrickson told Pazzulla that he
26 would check with his client to discuss the offer.

27 The next day, Respondent Hendrickson telephoned Bebek and offered \$1,500 as
28 settlement of the 7 Day Tire Case. Bebek and Respondent agreed that settlement would not

1 include inspection of business records or any agreement regarding future action by the
2 Trevor Law Group.

3 On or about July 1, 2002, Pazzulla issued a cashier's check in the amount of \$1,500,
4 as settlement of the 7 Day Tire Case. Pazzulla's son took the cashier's check to the Trevor
5 Law Group and gave the check to Respondent Han.¹⁵⁴

6 **By the foregoing:**

7 By knowingly failing to investigate allegations and maintaining Pazzulla as a
8 defendant in the 7 Day Tire Case until Pazzulla agreed to settle, the Respondents failed to
9 maintain actions or proceedings as only appear just, in violation of section 6068(c), and
10 committed acts of moral turpitude, dishonesty or corruption, in violation of section 6106..

11 By knowingly pursuing the 7 Day Tire Case against Pazzulla from the motive of
12 generating attorney fees and defrauding the public, the Respondents have commenced and
13 continued an action from a corrupt motive of passion or interest, in violation of section
14 6068(g), and committed acts of moral turpitude, dishonesty or corruption, in violation of
15 section 6106.

16 By knowingly obtaining settlement funds from Pazzulla on behalf of a shell
17 corporation and in furtherance of their scheme to defraud, the Respondents committed acts
18 of moral turpitude, dishonesty or corruption, in violation of section 6106.

19 **(j) Defendant Quality Lube.**

20 The Trevor Law Group filed Case No. BC281693 ("Porters Automotive Case") on
21 or about September 18, 2002, which named Quality Lube as a defendant¹⁵⁵. On or about
22 October 17, 2002, John Maida ("Maida"), owner of Quality Tube, propounded
23 interrogatories on CEW, requesting the names of all past and present officers, directors and
24 shareholders. Maida's interrogatories also requested information on whether there were any
25

26 ¹⁵⁴ See Declaration of Michael Pazzulla hereto attached as Exhibit 79, Declaration of Michael
27 Pazzulla Jr. hereto attached as Exhibit 80 and Declaration of Nick Bebek hereto attached as Exhibit 81.

28 ¹⁵⁵ See Attachment 23 of the State Bar's Request for Judicial Notice.

1 individuals in common between the Trevor Law Group and CEW. Maida's interrogatories
2 also asked whether CEW was created to be a vehicle for UCL litigation.¹⁵⁶

3 On or about November 19, 2002, Respondent Trevor signed responses to Maida's
4 interrogatories, which stated that Kort was the incorporator of CEW but there were no
5 known officers, directors or shareholders of CEW. Respondent Trevor's responses also
6 falsely stated that there were no individuals in common between CEW and the Trevor Law
7 Group. At that time, Strausman was an employee of the Trevor Law Group and CEW's
8 agent for service of process.¹⁵⁷ Respondent Trevor's responses falsely stated that CEW was
9 not created solely for the purpose of the UCL litigation.¹⁵⁸

10 **By the foregoing:**

11 By knowingly making false and misleading statements in discovery responses
12 regarding the purpose of CEW's creation and the individuals in common between the
13 Trevor Law Group and CEW, the Respondents committed acts involving moral turpitude,
14 dishonesty or corruption, in violation of section 6106.

15 **(k) Defendant Race Marquee Systems.**

16 At all relevant times, Race Marquee Systems had a valid BAR license and had no
17 history of discipline with the BAR.¹⁵⁹

18 On or about November 5, 2002, attorney Raymond Lloyd Arouesty ("Arouesty")
19 sent a letter to Respondent Han on behalf of Race Marquee Systems ("Race Marquee"), a
20 defendant in the Porters Automotive Case. The sole allegation against Race Marquee
21 Systems was operating without valid BAR registration. Arouesty's letter explained that
22 Race Marquee was in compliance with BAR regulations and had a valid BAR license at all

23
24 ¹⁵⁶ See Declaration of John Maida ("Maida declaration") hereto attached as Exhibit 42.

25 ¹⁵⁷ Id. See also Kim declaration, Exhibit 2 (Strausman deposition, page 28, lines 2-8) and Noonan
26 declaration, Exhibit 1 (Articles of Incorporation for CEW).

27 ¹⁵⁸ Maida declaration, Exhibit 42.

28 ¹⁵⁹ See Broneske declaration, Exhibit 12. See also Declaration of Jeff Zusman hereto attached as
Exhibit 43.

1 times. Arousety's letter enclosed supporting documents demonstrating that Race Marquee
2 had operated with a valid BAR license and requested a dismissal of the lawsuit.

3 On November 8, 2002, Respondent Han telephoned Arousety and made a settlement
4 offer of \$2,650. Arousety asked Respondent Han if he had seen the supporting documents
5 Arousety had sent to him. Respondent Han told Arousety that he would have someone look
6 into
7 it and call him back. Later that day, Respondent Trevor telephoned Arousety and reiterated
8 the settlement offer of \$2,650. Arousety asked Respondent Trevor if he questioned the
9 authenticity of the previously sent supporting documents.

10 Respondent Trevor told Arousety that it simply did not matter because the
11 allegations in the complaint were merely the "tip of the iceberg." Respondent Trevor stated
12 that he would take depositions and subpoena four years of Race Marquee's business
13 records. Respondent Trevor further stated that he was certain he would find many more
14 violations. Arousety told Respondent Trevor that he would see him in court on a demurrer
15 or motion for summary judgment. Respondent Trevor responded by telling Arousety that he
16 obviously did not practice this type of law.

17 On or about November 11, 2002, Respondent Han faxed Arousety a settlement
18 documents including a settlement agreement which stated that settlement funds were jointly
19 and severally payable to the Trevor Law Group and CEW for "investigative fees and costs,
20 expert fees, attorney's fees, monitoring fees and costs, and any other costs incurred as a
21 result of investigating, litigating, and negotiating settlement in this matter." The settlement
22 package required confidentiality and provided that CEW could seek damages for breach of
23 confidentiality. The confidentiality provision precluded all types of communications
24 including press conferences and interviews with media representatives. Included in the
25 settlement documents was a stipulation for entry of judgment and permanent injunction,
26 which stated that judgment would bar "any and all other persons from prosecuting such
27 claims" under the "principles of *res judicata* and *collateral estoppel*."

28 ///

1 ///

2

3 Arousety sent copies of the complaint and settlement documents to another attorney
4 to take over the case.¹⁶⁰

5 **By the foregoing:**

6 By knowingly failing to investigate allegations and maintaining Race Marquee as a
7 defendant in the 7 Day Tire Case, the Respondents failed to maintain actions or proceedings
8 as only appear just, in violation of section 6068(c), and committed acts of moral turpitude,
9 dishonesty or corruption, in violation of section 6106.

10 By knowingly pursuing the 7 Day Tire Case against Race Marquee from the motive
11 of generating attorney fees and defrauding the public, the Respondents have commenced
12 and continued an action from a corrupt motive of passion or interest, in violation of section
13 6068(g), and committed acts of moral turpitude, dishonesty or corruption, in violation of
14 section 6106.

15 By knowingly sending settlement documents which contained false and misleading
16 statements, the Respondents committed acts of moral turpitude, dishonest or corruption, in
17 violation of section 6106.

18 **(l) Defendant Universal Tire & Auto Repair.**

19 On or about October 14, 2002, Mike Nazari (“Nazari”), owner of Universal Tire and
20 Auto Repair, received a copy of the complaint in the Porters Automotive Case, which
21 named his business as a defendant. Nazari had purchased the business in January 1, 2002.

22 Nazari telephoned the Trevor Law Group and spoke to a representative from the
23 office. Nazari explained to the representative that the allegations in the Porters Automotive
24 Case related to the previous owner, who must have cancelled his BAR license. Nazari
25 explained that he had obtained a BAR license for Universal Tire & Auto Shop Repair in
26 January 2002. In response, the representative told Nazari that he had to bring four years of
27

28

¹⁶⁰ Declaration of Raymond Lloyd Arouesty hereto attached as Exhibit 44.

1 business records to the Trevor Law Group.¹⁶¹

2 ///

3 **By the foregoing:**

4 By knowingly failing to investigate allegations and maintaining Universal Tire and
5 Auto Repair as a defendant in the 7 Day Tire Case, the Respondents failed to maintain
6 actions or proceedings as only appear just, in violation of section 6068(c), and committed
7 acts of moral turpitude, dishonesty or corruption, in violation of section 6106..

8 By knowingly pursuing the 7 Day Tire Case against Universal Tire and Auto Repair
9 from the motive of generating attorney fees and defrauding the public, the Respondents
10 have commenced and continued an action from a corrupt motive of passion or interest, in
11 violation of section 6068(g), and Respondents committed acts of moral turpitude, dishonesty
12 or corruption, in violation of section 6106.

13 **(m) Defendant Arco Smog Pros.**

14 On or about September 18, 2002, the Trevor Law Group filed Case No. 02CC00278
15 (“Amigo Auto Case”).¹⁶² On or about October 22, 2002, Michael Batarseh (“Batarseh”)
16 received a copy of the complaint which named his business Arco Smog Pros as a defendant.
17 Batarseh telephoned the Trevor Law Group and spoke to a representative. Batarseh asked
18 the representative why he was being sued. Batarseh explained to the representative that his
19 business only had one administrative issue with the BAR that he resolved in or about
20 January 2001. The representative told Batarseh that the Trevor Law Group had a right to
21 sue him and if he insisted on defending the lawsuit, the Trevor Law Group would shut down
22 his business. The representative also told Batarseh that he could settle the lawsuit for
23 \$2,500.

24 On October 23, 2002, Batarseh again telephoned the Trevor Law Group and spoke
25 with a representative from the office. Batarseh told the representative that he would be

26
27 ¹⁶¹ See Declaration of Mike Nazari hereto attached as Exhibit 45.

28 ¹⁶² See Attachment 16 of the State Bar’s Request for Judicial Notice.

1 willing to pay \$500 to settle the lawsuit. The representative told Batarseh that he would
2 received settlement documents in the mail and that he should return the settlement
3 documents with a check for \$2,500. On October 30, 2002, Batarseh received a settlement
4 package from the Trevor Law Group. The next day, Respondent Han telephoned Batarseh
5 and told Batarseh that it was in his best interest to settle the lawsuit. Batarseh rejected
6 settlement and terminated the telephone call with Respondent Han. A few days later,
7 Batarseh retained Jacobs as counsel in the Porters Automotive Case.

8 On November 8, 2002, Respondent Han telephoned Batarseh to discuss settlement of
9 the lawsuit. Batarseh informed Respondent Han that he was represented by counsel.
10 Respondent Han continued to talk to Batarseh and stated that Batarseh would wasting time
11 and money on attorney fees if he refused to settle the lawsuit. Respondent Han also stated
12 that if Batarseh fought the lawsuits, he would have to show up at the Trevor Law Group
13 offices and produce his financial records. Batarseh then terminated the telephone call and
14 informed Jacobs of what had happened.¹⁶³ To date, the Trevor Law Group has refused to
15 dismiss Arco Smog Pros from the lawsuit.

16 **By the foregoing:**

17 By knowingly failing to investigate allegations and maintaining Arco Smog Pros as
18 a defendant in the 7 Day Tire Case, the Respondents failed to maintain actions or
19 proceedings as only appear just, in violation of section 6068(c), and committed acts of
20 moral turpitude, dishonesty or corruption, in violation of section 6106.

21 By knowingly pursuing the 7 Day Tire Case against Arco Smog Pros from the
22 motive of generating attorney fees and defrauding the public, the Respondents have
23 commenced and continued an action from a corrupt motive of passion or interest, in
24 violation of section 6068(g), and committed acts of moral turpitude, dishonesty or
25 corruption, in violation of section 6106.

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27
28 ¹⁶³ See Declaration of Michael Batarseh hereto attached as Exhibit 46 and Declaration of Mark Mellor hereto attached as Exhibit 90. See also Attachment 23 of the State Bar's Request for Judicial Notice.

1 By directly speaking with Batarseh after Batarseh stated he was represented by
2 counsel, the Respondents communicated with a represented party, in violation of rule 2-
3 100(A).

4 **(n) Defendant Kelly’s Body Shop.**

5 On or about October 14, 2002, Benjamin Mendoza (“Mendoza”), owner of Kelly’s
6 Body Shop, received a copy of the complaint in the Amigo Auto Case, which named Kelly’s
7 Body Shop as a defendant. The complaint alleged that Kelly’s Body Shop had been
8 operating without a valid BAR license since January 31, 2002.¹⁶⁴ In or about January 2002,
9 Mendoza incorporated his business and thereafter obtained a new BAR license for the
10 incorporated business. At all times, Mendoza was in communications with the BAR about
11 the incorporation and new license.¹⁶⁵

12 At all relevant times, the BAR website posted information stating that Kelly’s Body Shop
13 had a cancelled license on or about January 31, 2002, and the Kelly’s Body Shop, Inc. had a
14 valid license through February 28, 2004. Neither Kelly’s Body Shop nor Kelly’s Body
15 Shop, Inc. had any disciplinary action by the BAR.¹⁶⁶ Due to the lawsuit, Mendoza retained
16 attorney Ed Sybesma (“Sybesma”) to defend his business in the Amigo Auto Case.¹⁶⁷

17 **By the foregoing:**

18 By knowingly failing to investigate allegations and maintaining Kelly’s Body Shop
19 as a
20 defendant in the 7 Day Tire Case, the Respondents failed to maintain actions or proceedings
21 as only appear just, in violation of section 6068(c), and committed acts of moral turpitude,
22 dishonesty or corruption, in violation of section 6106.

24 ¹⁶⁴ See Attachment 16 of the State Bar’s Request for Judicial Notice. See also Declaration of
25 Benjamin Mendoza (“Mendoza declaration”) hereto attached as Exhibit 47.

26 ¹⁶⁵ See Mendoza declaration, Exhibit 47.

27 ¹⁶⁶ See Broneske declaration, Exhibit 12.

28 ¹⁶⁷ See Mendoza declaration, Exhibit 47.

1 By knowingly pursuing the 7 Day Tire Case against Kelly's Body Shop from the
2 motive of generating attorney fees and defrauding the public, the Respondents have
3 commenced and continued an action from a corrupt motive of passion or interest, in
4 violation of section 6068(g), and committed acts of moral turpitude, dishonesty or
5 corruption, in violation of section 6106.

6 **(o) Defendant Auto Man Transmission.**

7 In October 2002, Robert Rosano Jr. ("Rosano") learned he was a defendant in one of
8 the Trevor Law Group's UCL lawsuits. On or about November 7, 2002, the Trevor Law
9 Group sent Rosano a document requesting his presence for a deposition on December 6,
10 2002, and requesting that he bring three years of business records.

11 On November 14, 2002, Rosano telephoned the Trevor Law Group and asked to
12 speak to Respondent Han. Instead, the receptionist put Rosano through to Rozsman.
13 Rosano told Rozsman that he was calling about the deposition on December 6, 2002.
14 Rozsman asked Rosano if he wanted to settle the case. Rosano told Rozsman that he has
15 had a valid BAR license for the past 20 years. Rozsman told Rosano that his business had
16 another violation. Rosano asked Rozsman if he knew what the other violation was about.
17 Rozsman did not reply. Rosano then asked Rozsman if he could change the scheduled time
18 of the deposition. Rozsman stated that he would call Rosano back.

19 On November 25, 2002, Rosano sent Respondent Han a letter requesting whether he
20 could change the time of his deposition. On December 2, 2002, Rozsman telephoned
21 Rosano and stated that the deposition time could not be changed and that it was in Rosano's
22 best interest to settle the lawsuit. Rozsman told Rosano that the typical settlement would be
23 more than \$3,000 but that Rozsman would be willing to settle for \$2,500 if Rosano
24 concluded the matter within the next couple of days. Rozsman stated that if Rosano did not
25 settle the case, the next step would cost Rosano \$8,000-\$10,000 in legal fees. Rosano
26 rejected Rozsman's settlement offer.¹⁶⁸

27
28 ¹⁶⁸ See Declaration of Robert Rosano Jr hereto attached as Exhibit 48.

1 **By the foregoing:**

2 By knowingly failing to investigate allegations and naming Auto Man Transmission
3 as a defendant, the Respondents failed to maintain actions or proceedings as only appear
4 just, in violation of section 6068(c), and committed acts of moral turpitude, dishonesty or
5 corruption, in violation of section 6106.

6 By knowingly maintaining Auto Man Transmission as a defendant from the motive
7 of generating attorney fees and defrauding the public, the Respondents commenced and
8 continued an action from a corrupt motive of passion or interest, in violation of section
9 6068(g), and committed acts of moral turpitude, dishonesty or corruption, in violation of
10 section 6106.

11 **(p) Defendant The Transmission House.**

12 On or about September 20, 2002, the Trevor Law Group filed Case No. BC281865
13 (“A-1 Smog Muffler Case”). On or about October 18, 2002, Avo Kampuryan
14 (“Kampuryan”), owner of The Transmission House, received a copy of the complaint which
15 named his business as a defendant.

16 Kampuryan telephoned the Trevor Law Group and spoke to Respondent Han.
17 Kampuryan explained that the allegation against The Transmission House was false, as
18 Kampuryan had a valid BAR license.

19 After this telephone call, the Trevor Law Group sent Kampuryan a copy of the red
20 letter, advising him to settle the lawsuit. Kampuryan refused to settle and The Transmission
21 House remains a defendant in the A-1 Smog Case.¹⁶⁹

22 **By the foregoing:**

23 By knowingly failing to investigate allegations and maintaining The Transmission
24 House as a defendant in the 7 Day Tire Case, the Respondents failed to maintain actions or
25 proceedings as only appear just, in violation of section 6068(c), and committed acts of
26 moral turpitude, dishonesty or corruption, in violation of section 6106.

27

28 ¹⁶⁹ Declaration of Avo Kampuryan hereto attached as Exhibit 49.

1 By knowingly pursuing the 7 Day Tire Case against The Transmission House from
2 the motive of generating attorney fees and defrauding the public, the Respondents have
3 commenced and continued an action from a corrupt motive of passion or interest, in
4 violation of section 6068(g), and committed acts of moral turpitude, dishonesty or
5 corruption, in violation of section 6106.

6 **(q) Defendant The Auto Clinic.**

7 On or about September 19, 2002, the Trevor Law Group filed Case No. BC2811768
8 (“A.C. Auto Case”). On or about October 14, 2002, Leonel Lujan (“Lujan”), owner of The
9 Auto Clinic, received a copy of the A.C. Auto Case complaint, which named his business as
10 a defendant.

11 On or about January 17, 2003, Lujan telephoned the Trevor Law Group and spoke to
12 Respondent Han. Respondent Han told Lujan that he could settle the case for \$8,000.
13 Lujan told Respondent Han that \$8,000 was a large sum of money and asked for the lowest
14 settlement offer Respondent Han could offer. Respondent Han told Lujan that he would
15 check with his partner and call Lujan back. The next day, Respondent Han telephoned
16 Lujan and made a settlement offer of \$4,000. Lujan told Respondent Han that he did not
17 have that amount of money. Respondent Han told Lujan that if he did not pay \$4,000, the
18 Trevor Law Group would take him to court and the cost of litigation would be around
19 \$18,000. Respondent Han asked Lujan to produce four years of business records and told
20 Lujan that he would find additional violations which would cost Lujan more money.
21 Respondent Han told Lujan that he would do whatever he could so Lujan’s BAR license
22 would be revoked. Thereafter, Lujan retained counsel to represent him in the A.C. Auto
23 Case.¹⁷⁰

24 **By the foregoing:**

25 By threatening to increase Lujan’s litigation costs to \$18,000, to review four years of
26 business records to find more violations and to revoke Lujan’s BAR license if he did not

27
28 ¹⁷⁰ See Declaration of Leonel Lujan hereto attached as Exhibit 50.

1 settle the case for \$4,000, the Respondents committed acts involving moral turpitude,
2 dishonesty or corruption, in violation of section 6106.

3 **(r) Defendant Alvarez Tire Center.**

4 On or about October 15, 2002, Luis Alvarez (“Alvarez”), owner of Alvarez Tire
5 Center, received a copy of the complaint in the A.C. Auto Case, which named his business
6 as a defendant. The day after, Alvarez telephoned the Trevor Law Group and spoke to a
7 representative who told Alvarez that he could settle the case for \$2,800. Alvarez requested
8 a meeting with the Trevor Law Group to discuss the lawsuit.

9 On November 5, 2002, Alvarez and his son Caesar Alvarez met with Respondent
10 Trevor at the Trevor Law Group offices. Respondent Trevor told Alvarez that if he did not
11 settle the lawsuit, Alvarez would have to turn over five years of business records.
12 Respondent Trevor told Alvarez that if he did not settle the lawsuit, it would cost Alvarez
13 up to \$15,000 to fight the matter in court. In response, Alvarez agreed to settle the lawsuit
14 by paying \$2,800. Alvarez issued a check payable to both the Trevor Law Group and CEW
15 in the amount of \$2,800.¹⁷¹

16 **By the foregoing:**

17 By knowingly failing to investigate allegations and maintaining Alvarez Tire Center
18 as a defendant in the 7 Day Tire Case until Alvarez agreed to settle, the Respondents failed
19 to maintain actions or proceedings as only appear just, in violation of section 6068(c), and
20 committed acts of moral turpitude, dishonesty or corruption, in violation of section 6106.

21 By knowingly pursuing the 7 Day Tire Case against Alvarez Tire Center from the
22 motive of generating attorney fees and defrauding the public, the Respondents have
23 commenced and continued an action from a corrupt motive of passion or interest, in
24 violation of section 6068(g), and committed acts of moral turpitude, dishonesty or
25 corruption, in violation of section 6106.

26 By threatening to increase Alvarez’s litigation costs to \$15,000, and to review five
27

28 ¹⁷¹ See Declaration of Luis Alvarez hereto attached as Exhibit 86.

1 years of business records in order to find more violations if Alvarez did not settle the case
2 for \$2,800, the Respondents committed acts involving moral turpitude, dishonesty or
3 corruption, in violation of section 6106.

4 By knowingly obtaining settlement funds from Alvarez Tire Center on behalf of a
5 shell corporation and in furtherance of their scheme to defraud, the Respondents committed
6 acts of moral turpitude, dishonesty or corruption, in violation of section 6106.

7 **(s) Defendant Charlie's Transmission.**

8 On or about October 27, 2002, David Oh Duk Kim ("Oh Duk Kim"), owner of
9 Charlie's Transmissions, received a copy of the complaint in the A.C. Auto Case, which
10 named his business as a defendant.

11 On or about November 2, 2002, Oh Duk Kim contacted the Trevor Law Group and
12 spoke to law clerk Milli Kim. Milli Kim told Oh Duk Kim that he could settle the lawsuit
13 by paying \$2,800.

14 Rather than incurring the costs of an attorney to represent him in the lawsuit, Oh
15 Duk Kim decided to settle the matter with the Trevor Law Group. Oh Duk Kim received a
16 settlement package, which contained false and/or misleading statements and instructed him
17 to pay \$2,800, to both the Trevor Law Group and CEW. Milli Kim instructed Oh Duk Kim
18 to write a check payable to the Trevor Law Group. On or about November 8, 2002, Oh Duk
19 Kim issued a check payable to the Trevor Law Group, in the amount of \$2,800.¹⁷²

20 **By the foregoing:**

21 By knowingly failing to investigate allegations and maintaining Charlie's
22 Transmissions as a defendant in the 7 Day Tire Case until Alvarez agreed to settle, the
23 Respondents failed to maintain actions or proceedings as only appear just, in violation of
24 section 6068(c), and committed acts of moral turpitude, dishonesty or corruption, in
25 violation of section 6106.

26 By knowingly pursuing the 7 Day Tire Case against Charlie's Transmissions from
27

28 ¹⁷² See Declaration of David Oh Duk Kim hereto attached as Exhibit 51.

1 the motive of generating attorney fees and defrauding the public, the Respondents have
2 commenced and continued an action from a corrupt motive of passion or interest, in
3 violation of section 6068(g), and Respondents committed acts of moral turpitude, dishonesty
4 or corruption, in violation of section 6106.

5 By knowingly sending a settlement package which contained false and/or misleading
6 statements in order to pressure settlement, the Respondents committed an act involving
7 moral turpitude, dishonesty or corruption, in violation of section 6106.

8 By knowingly obtaining settlement funds from Charlie's Transmissions on behalf of
9 a shell corporation and in furtherance of their scheme to defraud, the Respondents
10 committed acts of moral turpitude, dishonesty or corruption, in violation of section 6106.

11 **(t) Defendant Arco Plaza Auto Center.**

12 On or about October 25, 2002, Jong Kim, owner of Arco Plaza Auto Center,
13 received a copy of the complaint in the A.C. Auto Case, which named his business as a
14 defendant. In response, Jong Kim telephoned the Trevor Law Group and spoke to law clerk
15 Milli Kim.

16 Milli Kim told Jong Kim that he could settle the lawsuit by paying \$2,500. Milli
17 Kim told Jong Kim that the money was reimbursement to the Trevor Law Group for all the
18 labor that went into filing the lawsuit. Jong Kim told Milli Kim that he would think about
19 the settlement offer. Thereafter, Jong Kim spoke to several attorney about representation in
20 the matter. The least expensive attorney Jong Kim could find was for \$3,000.
21 Consequently, Jong Kim decided to settle the lawsuit rather than pay more money in
22 attorneys fees.

23 A couple of weeks after the initial telephone call with Milli Kim, Jong Kim
24 telephoned Milli Kim and asked if the Trevor Law Group would accept anything less than
25 \$2,500 to settle the lawsuit. Milli Kim told Jong Kim that the settlement offer had increased
26 to \$3,000. Jong Kim told Milli Kim that the offer had been \$2,500. Jong Kim heard Milli
27 Kim put his hand over the telephone receiver and asked someone if Arco Plaza Auto Center
28 could settle for \$2,500. When Milli Kim spoke again to Jong Kim, he offered \$2,500 as

1 settlement of the A.C. Auto Case. Milli Kim instructed Jong Kim to immediately issue a
2 check and a fax a copy to the Trevor Law Group.

3 Jong Kim issued a check payable to the Trevor Law Group in the amount of \$2,500.
4 Milli Kim faxed Jong Kim a settlement package, which contained false and/or misleading
5 statements.¹⁷³

6 **By the foregoing:**

7 By knowingly failing to investigate allegations and maintaining Arco Plaza Auto
8 Center as a defendant in the 7 Day Tire Case until Alvarez agreed to settle, the Respondents
9 failed to maintain actions or proceedings as only appear just, in violation of section 6068(c),
10 and committed acts of moral turpitude, dishonesty or corruption, in violation of section
11 6106.

12 By knowingly pursuing the 7 Day Tire Case against Arco Plaza Auto Center from
13 the motive of generating attorney fees and defrauding the public, the Respondents have
14 commenced and continued an action from a corrupt motive of passion or interest, in
15 violation of section 6068(g), and committed acts of moral turpitude, dishonesty or
16 corruption, in violation of section 6106.

17 By knowingly sending a settlement package containing false and/or misleading
18 statements in order to pressure settlement, the Respondents committed an act involving
19 moral turpitude, dishonesty or corruption, in violation of section 6106.

20 By knowingly obtaining settlement funds from Arco Plaza Auto Center on behalf of
21 a shell corporation and in furtherance of their scheme to defraud, the Respondents
22 committed acts of moral turpitude, dishonesty or corruption, in violation of section 6106.

23 **(u) Defendant Trini's Auto Body Shop.**

24 On or about September 20, 2002, the Trevor Law Group filed Case No. BC281865
25 ("Oklahoma Tire Case"). In or about October 2002, Armando Mendoza, owner of Trini's
26 Auto Body Shop ("Trini's"), received a copy of the complaint in the Oklahoma Tire Case,
27

28 ¹⁷³ See Declaration of Jong Kim hereto attached as Exhibit 52.

1 naming his business as a defendant.

2 In or about October 2002, the Trevor Law Group sent Armando Mendoza a Notice
3 of Case Management Conference scheduled for February 10, 2003. On February 9, 2003,
4 Armando Mendoza asked his friend, Lanny Dugar (“Dugar”) to accompany Armando
5 Mendoza’s father to the case management conference. Dugar attend the case management
6 conference on February 10, 2003.

7 On February 11, 2003, Dugar spoke to Respondent Han about the Oklahoma Tire
8 Case on behalf of Trini’s. Respondent Han told Dugar that Trini’s could pay approximately
9 \$2,000 to be released from the lawsuit and protected from further lawsuit over the next four
10 years. Dugar told Respondent Han that Trini’s would not pay more than \$1,000 to settle the
11 lawsuit. Respondent Han stated that he would check with his client and call back.

12 On February 26, 2003, Dugar again spoke to Respondent Han. Respondent Han
13 agreed to \$1,000 as settlement of the Okalahoma Tire Case. Dugar advised Respondent Han
14 that he was aware that the State Bar was investigating the Trevor Law Group regarding the
15 UCL litigation. Respondent Han stated that what he was doing was legal and approved by a
16 judge in Orange County.

17 The next day, Armando Mendoza received a settlement package from the Trevor
18 Law Group. The settlement package provided for a \$1,221.20 settlement payment to both
19 the Trevor Law Group and CEW.¹⁷⁴

20 **By the foregoing:**

21 By knowingly sending a settlement package which contained false and/or misleading
22 statements in order to pressure settlement, the Respondents committed an act involving
23 moral turpitude, dishonesty or corruption, in violation of section 6106.

24 By knowingly obtaining settlement funds from Trini’s on behalf of a shell
25 corporation and in furtherance of their scheme to defraud, the Respondents committed acts
26

27
28 ¹⁷⁴ See Declaration of Armando Mendoza hereto attached as Exhibit 53 and Declaration of Lanny
Dugar hereto attached as Exhibit 54.

1 of moral turpitude, dishonesty or corruption, in violation of section 6106.

2 **5. Unlawful Conduct Involving Helping Hands for the Blind.**

3 The Trevor Law Group filed four UCL lawsuits on behalf of Helping Hands for the
4 Blind
5 on or about November 26, 2002, in Case Nos. BC286006, BC286007, BC286008 and
6 BC286009, naming over 1,000 individual restaurant defendants. The Trevor Law Group
7 dismissed all four cases on or about December 11, 2002, and then filed a new UCL lawsuit,
8 on behalf of CEW, alleging the same allegations against the same defendants.¹⁷⁵

9 *Trevor Law Group's Relationship with Helping Hands for the Blind*

10 In or about October 2002, Strausman's sister, Shirley Strausman, set up a meeting
11 between the Respondents and Robert Acosta ("Acosta"), the president of Helping Hands for
12 the Blind ("Helping Hands"). Shirley Strausman was Acosta's secretary and told Acosta
13 that the Respondents wanted to raise social consciousness and improve conditions for the
14 blind. Acosta himself is blind.

15 On November 1, 2002, Acosta and Shirley Strausman met with the Respondents and
16 another individual introduced as "Meret." The Respondents told Acosta that Meret was
17 knowledgeable about the American Disabilities Act ("ADA") and responsible for
18 researching the filing of an action on behalf of the blind. The Respondents told Acosta that
19 they could get around the ADA and file lawsuits against banking establishments in order to
20 force banks to provide braille access to ATM machines. The Respondents also told Acosta
21 that they could force restaurants to provide braille menus and improve conditions for the
22 blind. The Respondents told Acosta that they could obtain their attorneys fees from the
23 court if they were successful in litigation. On November 12, 2002, the Respondents faxed
24 Acosta a fee agreement relating to litigation against banking establishments. This fee
25 agreement provided a division of all settlements at a rate of 90% to the Trevor Law Group
26 and 10% to Helping Hands. Acosta disagreed with the division of fees and faxed back the

27 _____
28 ¹⁷⁵ See Attachments 32-36 of the State Bar's Request for Judicial Notice.

1 fee agreement with suggested changes.

2 Prior to November 23, 2002, Acosta left town on vacation. He returned on or about
3 November 30, 2002. On November 23, 2002, the Respondents faxed a second fee
4 agreement to Acosta relating to litigation against restaurants. Acosta did not review this
5 second fee agreement until November 30, 2002. This second fee agreement provided a
6 division of all settlements at a rate of 82.5% to the Trevor Law Group and 17.5% to Helping
7 Hands.¹⁷⁶

8 On November 26, 2002, without Acosta's knowledge or consent, the Trevor Law
9 Group filed four separate lawsuits on behalf of Helping Hands: Case Nos. BC286006,
10 BC286007, BC286008 and BC286009.¹⁷⁷ The Trevor Law Group based the allegations in
11 the lawsuit on limited information posted by the Department of Health Services website.¹⁷⁸

12 On or about November 30, 2002, Acosta returned from vacation and reviewed the
13 aforementioned second fee agreement. Acosta signed the second agreement and faxed it
14 back to the Respondents. Later that day, Acosta retrieved several messages on his
15 answering machine from angry restaurant owners. Acosta telephoned Respondent
16 Hendrickson to determine what had happened. Respondent Hendrickson told Acosta that
17 the Trevor Law Group had filed a lawsuit to gain equal access of accommodations for the
18 blind. Acosta, subsequently, faxed the Respondents a request for a copy of the lawsuit filed
19 on behalf of Helping Hands. Acosta received a copy of one of the lawsuits and used an
20 optical scanning device to review the lawsuit. Upon reviewing the lawsuit, Acosta realized
21 that the lawsuit did not seek braille menus or equal access for the blind.

22 On December 5, 2002, Acosta retained counsel, Charles Alpert ("Alpert") to
23 communicate with the Respondents and make sure the lawsuits filed on behalf of Helping
24

25
26 ¹⁷⁶ See Declaration of Robert Acosta ("Acosta declaration") hereto attached as Exhibit 55.

27 ¹⁷⁷ See Attachments 32-35 of the State Bar's Request for Judicial Notice.

28 ¹⁷⁸ See Noonan declaration, Exhibit 1, and Thu declaration, Exhibit 19.

1 Hands were dismissed.¹⁷⁹ On December 10, 2002, Alpert faxed the Respondents a letter
2 introducing himself as Acosta’s attorney and requesting dismissal of the Helping Hands
3 lawsuits. Alpert’s letter requested conformed copies of the Respondents’ requests for
4 dismissal. The next day, the Respondents faxed Acosta a letter stating that they were
5 dismissing the lawsuits and that Acosta “may have some exposure for malicious prosecution
6 and/or abuse of process retaliation lawsuits” relating to the lawsuits filed on behalf of
7 Helping Hands for the Blind. Alpert then sent the Respondents another letter requesting
8 conformed copies of the requests for dismissals. The Respondents never provided Alpert or
9 Acosta with conformed copies of their requests for dismissals.¹⁸⁰ The Respondents
10 dismissed the Helping Hands cases on or about December 11, 2002, but did not serve the
11 defendants with notice of the dismissal.¹⁸¹

12 **By the foregoing:**

13 By knowingly misrepresenting to Acosta the basis of representation and litigation on
14 behalf of Helping Hands, in furtherance of their scheme to defraud, the Respondents
15 committed acts involving moral turpitude, dishonesty or corruption, in violation of section
16 6106.

17 By knowingly filing four lawsuits against restaurant defendants on behalf of
18 Helpings
19 Hands, without the knowledge or authorization of Acosta, and in furtherance of their
20 scheme to defraud, the Respondents appeared for a party without authority, in violation of
21 section 6104, and committed acts involving moral turpitude, dishonesty or corruption, in
22 violation of section 6106.

23
24 *Misconduct Involving Defendants in the Helping Hands Lawsuits*

25 _____
26 ¹⁷⁹ See Acosta declaration, Exhibit 55.

27 ¹⁸⁰ Id. See also Declaration of Charles Alpert (“Alpert declaration”) hereto attached as Exhibit 56.

28 ¹⁸¹ See Attachments 32-35 of the State Bar’s Request for Judicial Notice.

1 Unknown to Acosta, the Trevor Law Group settled with defendants involved in the
2 Helping Hands lawsuits.¹⁸² The Respondents never informed Acosta or Alpert that they had
3 received settlement funds in connection with the Helping Hands lawsuits.

4 The Trevor Law Group collected at least \$3,710 in settlement funds from defendants
5 in the Helping Hands lawsuits. [See discussion regarding Helping Hands defendants below]
6 To date, the Respondents knowingly have concealed the receipt of settlement funds from
7 Helping Hands.¹⁸³

8 **By the foregoing:**

9 By knowingly obtaining funds in connection with the Helping Hands lawsuits,
10 which were
11 filed without the knowledge and authority of Acosta, the Respondents committed acts
12 involving moral turpitude, dishonesty or corruption, in violation of section 6106.

13 By knowingly failing to notify, and concealing from, Acosta the settlement funds
14 obtained in connection with the Helping Hands lawsuits, the Respondents violated rule 4-
15 100(B)(1), and committed acts involving moral turpitude, dishonesty or corruption, in
16 violation of section 6106.

17 **(a) Defendant Hawaii Super Market, Inc.**

18 On or about November 26, 2002, Cindy Lau (“Lau”), store manager of Hawaii Super
19 Market, Inc. (“Hawaii Market”) received a copy of the complaint in Case No. BC286007
20 (“Bun Boy Case”). Lau telephoned the Trevor Law Group and left a message for someone
21 to return her telephone call about the Bun Boy Case. Rozsman returned Lau’s telephone
22 call and made an initial settlement offer of \$1,500 or \$1,600. Rozsman falsely told Lau that
23 if Hawaii Market went to court, it would have to produce four years of business records.
24 Rozsman told Lau that the settlement offer would increase with every passing day.

25 Rozsman telephoned Lau a second time and made a new settlement offer of \$800 or
26

27 ¹⁸² See Acosta declaration, Exhibit 55.

28 ¹⁸³ See Acosta declaration, Exhibit 55.

1 \$900. Rozsman and Lau continued settlement discussions in one or two follow up
2 telephone calls until Rozsman made a settlement offer of \$550.

3 On December 3, 2002, Rozsman faxed Lau a settlement package which contained
4 false and/or misleading statements. Pursuant to Rozsman's instructions, that same day Lau
5 faxed Rozsman a copy of the signed settlement agreement and a copy of Hawaii Market's
6 settlement check, payable to both the Trevor Law Group and Helping Hands, in the amount
7 of \$550.¹⁸⁴

8 On or about December 6, 2002, the Trevor Law Group deposited the Hawaii Market
9 settlement check into CTA #382.¹⁸⁵

10 On or about December 12, 2002, Lau received a copy of a complaint filed in Case
11 No. BC286891 ("Blue Banana Case"), naming Hawaii Market as a defendant in the Blue
12 Banana
13 Case were identical to the allegations against Hawaii Market in the Bun Boy Case.¹⁸⁶ Lau
14 telephoned Rozsman at the Trevor Law Group offices and asked why Hawaii Market was
15 being sued again. Rozsman told Lau that the Bun Boy Case had been dismissed and that the
16 Blue Banana Case was different matter. Rozsman told Lau that the Blue Banana Case
17 involved a bigger corporation and was a bigger case. Rozsman also told Lau that Hawaii
18 Market would have to pay more than \$550 to settle the Blue Banana Case. Rozsman made a
19 settlement offer of \$800 or \$900.

20 During this telephone conversation, Lau asked Rozsman to return the previous
21 payment of \$550 since the Bun Boy Case had been dismissed. Rozsman initially declined
22 Lau's request to return the \$550, instead suggesting that he apply the \$550 towards
23 settlement of the Blue Banana Case. Lau told Rozsman that she would be willing to issue a
24 new check for settlement of the Blue Banana Case if Rozsman returned the previously paid
25

26 ¹⁸⁴ See Declaration of Cindy Lau ("Lau declaration") hereto attached as Exhibit 57.

27 ¹⁸⁵ See Rizzo declaration, Exhibit 27.

28 ¹⁸⁶ Id. See also Attachments 33 and 36 of the State Bar's Request for Judicial Notice.

1 \$550. Rozsman then agreed to return the \$550 and did so in or about December 2002.

2 Between December 12, 2002 and December 30, 2002, Rozsman continued
3 settlement negotiations with Lau one or two more times before agreeing to a \$750
4 settlement offer for the Blue Banana Case. Instead of paying the \$750, on or about
5 December 30, 2002, Hawaii Market retained counsel to defend against the Blue Banana
6 Case. Lau did not inform Rozsman that Hawaii Market had retained counsel.

7 Approximately two weeks later, Rozsman telephoned Lau and lowered the settlement offer
8 to \$650. Lau told Rozsman that she had not obtained approval to settle the case.

9 **By the foregoing:**

10 By knowingly filing the Bun Boy Case without conducting a reasonable inquiry or
11 investigation of the allegations against Hawaii Market and without the consent or
12 authorization of Helping Hands, the Respondents failed to maintain actions or proceedings
13 as only appear just, in violation of section 6068(c), and committed acts involving moral
14 turpitude, dishonesty or corruption in violation of section 6106.

15 By knowingly faxing Lau a settlement package which contained false statements of
16 fact and law, the Respondents committed acts involving moral turpitude, dishonesty or
17 corruption in violation of section 6106.

18 By knowingly obtaining settlement funds the Bun Boy Case without the knowledge
19 of Helping Hands and concealing those funds, the Respondents committed acts involving
20 moral turpitude, dishonesty or corruption in violation of section 6106.

21
22 By knowingly filing the Blue Banana Case against Hawaii Market after settling the
23 allegations in the Bun Boy Case, the Respondents failed to counsel or maintain actions as
24 only appear just in violation of section 6068(c), and committed acts involving moral
25 turpitude, dishonesty or corruption, in violation of section 6106.

26 By knowingly maintaining Hawaii Market as a defendant in the Blue Banana Case
27 and demanding additional settlement funds, the Respondents continuance an action from a
28 corrupt motive of passion or interest, in violation of 6068(g), and committed acts involving

1 moral turpitude, dishonesty or corruption, in violation of section 6106.

2 **(b) Defendant Eva Antojitos Restaurant.**

3 On or about November 26, 2002, the Trevor Law Group filed Case No. BC286009
4 (“Helping Hands v. Blue Banana Case”), which named Eva Antojitos Restaurant as a
5 defendant.¹⁸⁷ On December 2, 2002, Julio Martinez (“Martinez”) telephoned the Trevor Law
6 Group on behalf of Eva Antojitos Restaurant and spoke with a representative of the Trevor
7 Law Group who made a \$1,600 settlement offer to Martinez. Martinez informed the
8 representative that he could only pay \$800. The representative told Martinez that he would
9 call back. Approximately 15 minutes later, the representative called back and made a \$900
10 settlement offer. Martinez asked if the settlement would protect Eva Antojitos Restaurant
11 from further lawsuits. The representative told Martinez that Eva Antojitos Restaurant
12 would be protected. The representative told Martinez that the Trevor Law Group would
13 mail settlement documents which needed to be signed.¹⁸⁸

14 The next day, Martinez’s sister Cecilia Martinez-Magaña (“Martinez-Magaña”)
15 received settlement documents in the mail. Martinez-Magaña signed the settlement
16 documents and mailed the documents along with a check payable to the Trevor Law Group
17 in the amount of \$900.¹⁸⁹ On or about December 6, 2002, the Trevor Law Group deposited
18 the settlement check from Martinez-Magaña into one of their CTAs.¹⁹⁰

19 Thereafter in or about December 2002, the Trevor Law Group sued Eva Antojitos
20 Restaurant in the Blue Banana Case for the same violations alleged in the Helping Hands v.
21 Blue Banana Case.¹⁹¹ Martinez repeatedly telephoned the Trevor Law Group and left
22

23 ¹⁸⁷ See Attachment 35 of the State Bar’s Request for Judicial Notice.

24 ¹⁸⁸ See Declaration of Cecilia Martinez-Magaña (“Martinez-Magaña declaration”) hereto attached
25 as Exhibit 58.

26 ¹⁸⁹ Id.

27 ¹⁹⁰ See also Noonan declaration, Exhibit 1 (certified bank records).

28 ¹⁹¹ See Attachments 35-36 of the State Bar’s Request for Judicial Notice.

1 messages inquiring about the Blue Banana Case. No one from the Trevor Law Group
2 returned his telephone calls. Eva Antojitos Restaurant subsequently retained counsel for the
3 Blue Banana Case.¹⁹² The Trevor Law Group has not dismissed Eva Antojitos Restaurant
4 from the lawsuit.¹⁹³

5 **By the foregoing:**

6 By knowingly filing the Helping Hands v. Blue Banana Case without conducting a
7 reasonable inquiry or investigation of the allegations against Eva Antojitos Restaurant and
8 without the consent or authorization of Helping Hands, the Respondents failed to maintain
9 actions or proceedings as only appear just, in violation of section 6068(c), and committed
10 acts involving moral turpitude, dishonesty or corruption in violation of section 6106.

11 By knowingly sending a settlement package which contained false statements of fact
12 and law, the Respondents committed acts involving moral turpitude, dishonesty or
13 corruption in violation of section 6106.

14 By knowingly obtaining settlement funds the Helping Hands v. Blue Banana Case
15 without the knowledge of Helping Hands and concealing those funds, the Respondents
16 committed acts involving moral turpitude, dishonesty or corruption in violation of section
17 6106.

18 By knowingly filing the Blue Banana Case against Eva Antojitos Restaurant after
19 settling the allegations in the Helping Hands v. Blue Banana Case, the Respondents failed to
20 counsel or maintain actions as only appear just in violation of section 6068(c), and
21 committed acts involving moral turpitude, dishonesty or corruption, in violation of section
22 6106.

23 By knowingly maintaining Eva Antojitos Restaurant as a defendant in the Blue
24 Banana Case and demanding additional settlement funds, the Respondents continuance an
25 action from a corrupt motive of passion or interest, in violation of 6068(g), and committed
26

27 ¹⁹² See Martinez-Magaña declaration, Exhibit __.

28 ¹⁹³ See Attachment 36 of the State Bar's Request for Judicial Notice.

1 acts involving moral turpitude, dishonesty or corruption, in violation of section 6106.

2
3 **(c) Defendant La Guadalupana Bakery.**

4 On December 4, 2002, 76-year-old business owner Alfredo Hernandez
5 (“Hernandez”) received a copy of the complaint in the Helping Hands v. Blue Banana Case,
6 which named his business La Guadalupana Bakery as a defendant. Hernandez telephoned
7 the Trevor Law Group offices to inquire about the lawsuit. A representative from the
8 Trevor Law Group answered and told Hernandez that he could come down to the Trevor
9 Law Group offices and pay \$900 to settle the lawsuit. Hernandez made an appointment to
10 appear at the Trevor Law Group offices.

11 On December 9, 2002, Hernandez went to the Trevor Law Group offices and met
12 with a young man and female Spanish language interpreter. The interpreter told Hernandez
13 that if he paid \$900, the Trevor Law Group would take care of all court matters regarding
14 the lawsuit. Hernandez then issued a check payable to the Trevor Law Group in the amount
15 of \$900 as full settlement of the Helping Hands v. Blue Banana Case.

16 On or about December 12, 2002, Hernandez received a copy of the complaint in the
17 Blue Banana Case, which named La Guadalupana Bakery as a defendant and alleged the
18 same violations as resolved in the Helping Hands v. Blue Banana Case. Hernandez retained
19 counsel to represent La Guadalupana Bakery in the Blue Banana Case.¹⁹⁴

20 On or about January 7, 2003, after they had dismissed the Helping Hands Case and
21 filed the Blue Banana Case against La Guadalupana Bakery, the Trevor Law Group
22 deposited Hernandez’s check into Wells Fargo Bank client trust account no. 572-5117625
23 (“CTA #572”).¹⁹⁵

24 **By the foregoing:**

25 By knowingly filing the Helping Hands v. Blue Banana Case without conducting a
26

27 ¹⁹⁴ See Declaration of Alfredo Hernandez hereto attached as Exhibit 59.

28 ¹⁹⁵ See Noonan declaration, Exhibit 1 (certified bank records).

1 reasonable inquiry or investigation of the allegations against La Guadalupana Bakery and
2 without the consent or authorization of Helping Hands, the Respondents failed to maintain
3 actions or proceedings as only appear just, in violation of section 6068(c), and committed
4 acts involving moral turpitude, dishonesty or corruption in violation of section 6106.

5 By knowingly sending a settlement package which contained false statements of fact
6 and law, the Respondents committed acts involving moral turpitude, dishonesty or
7 corruption in violation of section 6106.

8 By knowingly obtaining settlement funds the Helping Hands v. Blue Banana Case
9 without the knowledge of Helping Hands and concealing those funds, the Respondents
10 committed acts involving moral turpitude, dishonesty or corruption in violation of section
11 6106.

12 By knowingly filing the Blue Banana Case against La Guadalupana Bakery after
13 settling the allegations in the Helping Hands v. Blue Banana Case, the Respondents failed to
14 counsel or maintain actions as only appear just in violation of section 6068(c), and
15 committed acts involving moral turpitude, dishonesty or corruption, in violation of section
16 6106.

17 By knowingly maintaining La Guadalupana Bakery as a defendant in the Blue
18 Banana Case and demanding additional settlement funds, the Respondents continuance an
19 action from a corrupt motive of passion or interest, in violation of 6068(g), and committed
20 acts involving moral turpitude, dishonesty or corruption, in violation of section 6106.

21
22 **(d) Defendant Q Snack Shop.**

23 The Trevor Law Group filed Case No. BC286006 (“ONJ Coffee Case”) which
24 named Q Snack Shop as a defendant. On or about December 2, 2002, attorney Sung Bae
25 Park (“Park”) telephoned the Trevor Law Group about the ONJ Coffee Case. Park spoke
26 with Rozsman and negotiated a settlement of \$860 for Q Snack Shop. Q Snack Shop owner
27 Soo Il Kim (“Kim”) issued a check payable to both the Trevor Law Group and CEW, in the
28

1 amount of \$860, as settlement of the ONJ Coffee Case.¹⁹⁶

2 On December 12, 2002, the Trevor Law Group filed the Blue Banana Case which
3 named Q Snack Shops as a defendant. In response, Park telephoned Rozsman and asked
4 why the Trevor Law Group was suing Q Snacks again. Rozsman told Park that Helping
5 Hands had withdrawn from the lawsuit and a new plaintiff decided to file in its place.
6 Rozsman requested more money from Q Snacks to settle the Blue Banana Case. Park told
7 Rozsman that if the Trevor Law Group would not accept the previously agreed upon \$860
8 settlement, Q Snacks would probably contest the matter. Rozsman told Park that he would
9 call him back with a settlement amount. A few days later, Rozsman telephoned Park and
10 said that the new plaintiff was willing to accept the previously negotiated \$860 settlement
11 offer. Rozsman agreed to discard the previous settlement check. On January 10, 2003, Park
12 sent a new settlement check, payable to both the Trevor Law Group and CEW, in the
13 amount of \$860.¹⁹⁷

14 The Trevor Law Group deposited the \$860 settlement check into CTA #572.

15 **By the foregoing:**

16 By knowingly filing the ONJ Coffee Case without conducting a reasonable inquiry
17 or investigation of the allegations against Q Snack Shop and without the consent or
18 authorization of Helping Hands, the Respondents failed to maintain actions or proceedings
19 as only appear just, in violation of section 6068(c), and committed acts involving moral
20 turpitude, dishonesty or corruption in violation of section 6106.

21 By knowingly obtaining settlement funds the ONJ Coffee Case, without the
22 knowledge of Helping Hands and concealing those funds, the Respondents committed acts
23 involving moral turpitude, dishonesty or corruption in violation of section 6106.

26 ¹⁹⁶ See Declaration of Soo Il Kim hereto attached as Exhibit 59, and Declaration of Sung Bae Park
27 hereto attached as Exhibit 60.

28 ¹⁹⁷ See Noonan declaration, Exhibit 1 (certified bank records).

1 By knowingly filing the Blue Banana Case against Q Snack Shop after settling the
2 allegations in the Helping Hands v. Blue Banana Case, the Respondents failed to counsel or
3 maintain actions as only appear just in violation of section 6068(c), and committed acts
4 involving moral turpitude, dishonesty or corruption, in violation of section 6106.

5 By knowingly maintaining Q Snack Shop as a defendant in the Blue Banana Case
6 and demanding additional settlement funds, the Respondents continuance an action from a
7 corrupt motive of passion or interest, in violation of 6068(g), and committed acts involving
8 moral turpitude, dishonesty or corruption, in violation of section 6106.

9 **(e) Defendant Pioneer Chicken.**

10 The Trevor Law Group filed the Blue Banana Case on December 12, 2002. In or
11 about December 2002, Kye Soon Chung (“Chung”) learned that the Trevor Law Group had
12 sued his daughter’s restaurant, Pioneer Chicken, in a lawsuit. Chung telephoned the Trevor
13 Law Group and spoke to Respondent Han in Korean. Chung explained to Respondent Han
14 that his daughter had no money to pay or hire an attorney. Chung explained that his
15 daughter had recently given birth to three babies by cesarian and was experiencing health
16 problems.

17 Respondent Han told Chung that he would get ride of the stress on his daughter by
18 paying \$1,250 as settlement of the lawsuit. Chung asked Respondent Han to explain the
19 basis of the lawsuit. Respondent Han said that Pioneer Chicken was just one of a number of
20 businesses being sued due to a violation. Chung asked Respondent Han what the violation
21 was against Pioneer Chicken but Respondent Han did not know. Chung told Han that he
22 could pay \$250 or \$300 but if the settlement was more than \$700, Chung would join with
23 other Korean businesses and pay their attorney to sue the Trevor Law Group. Respondent
24 Han told Chung that he would call back after talking with another attorney at the Trevor
25 Law Group.

26 Approximately 20-30 minutes later, Respondent Han telephoned Chung and made an
27 offer of \$500. Chung pleaded with Respondent Han to lower the settlement offer and to
28 help him protect his daughter’s health. Respondent Han told Chung that if he wanted to

1 relieve his daughter's stress he would have to pay \$500. On or about January 13, 2003,
2 Chung issued a check payable to the Trevor Law Group, in the amount of \$500, as
3 settlement for the Blue
4 Banana Case.¹⁹⁸

5 On or about January 15, 2003, the Trevor Law Group deposited Chung's check into
6 CTA #572.

7 **By the foregoing:**

8 By knowingly filing against Pioneer Chicken without conducting a reasonable
9 inquiry or investigation of the allegations and without the consent or authorization of
10 Helping Hands, the Respondents failed to maintain actions or proceedings as only appear
11 just, in violation of section 6068(c), and committed acts involving moral turpitude,
12 dishonesty or corruption in violation of section 6106.

13 By knowingly obtaining settlement funds on behalf of a shell corporation, the
14 Respondents committed acts involving moral turpitude, dishonesty or corruption in violation
15 of section 6106.

16 **(f) Defendant Z Sushi California Cuisine.**

17 On or about November 28, 2002, Judy Tu ("Tu"), owner of Z Sushi California
18 Cuisine ("Z Sushi"), received a copy of the complaint in the Helping Hands v. Blue Banana
19 Case, which named Z Sushi as a defendant. On December 3, 2002, Tu telephoned the
20 Trevor Law Group and spoke with Rozsman. Tu advised Rozsman that the violations
21 alleged against Z Sushi were minor violations. Rozsman told Tu that the Trevor Law Group
22 did not go after restaurants with minor violations and that Tu should consider settling the
23 lawsuit. Rozsman told Tu that settling the lawsuit involved paying basis legal costs.
24 Rozsman told Tu that if she settled the lawsuit, Z Sushi would not be sued for the next four
25 years. Rozsman told Tu that she could settle the case for \$950 but that the settlement offer
26 would increase to \$1,470 by the following Friday and continue to increase with each passing
27

28 ¹⁹⁸ See Declaration of Kye Soon Chung hereto attached as Exhibit 85.

1 week.

2 The Trevor Law Group then mailed Tu a settlement agreement. On or about
3 December 23, 2002, Tu heard reports on the radio that the Helping Hands v. Blue Banana
4 Case had been dismissed. From December 23rd to December 28th, 2002, Tu left three
5 telephone messages for the Trevor Law Group inquiring whether the case had been
6 dismissed. No one from the Trevor Law Group returned her telephone calls. Tu telephoned
7 Helping Hands and inquired about the lawsuit. A representative from Helping Hands
8 informed Tu that Helping Hands had terminated the services of the Trevor Law Group. Tu
9 then telephoned Helping Hands' attorney who told her that the lawsuit had been dismissed.

10 On December 25, 2002, Tu received a copy of the complaint in the Blue Banana
11 Case, which named Z Sushi as a defendant. Tu retained counsel, Milton Grimes
12 ("Grimes"). On December 30, 2002, Respondent Hendrickson telephoned Tu. Respondent
13 Hendrickson told Tu that he obtained her name from other people and from media reports.
14 Respondent Hendrickson asked Tu how she had organized the Southern California Small
15 Business League and asked about a town hall meeting that was scheduled on January 2,
16 2003, in El Monte, California. Tu told Respondent Hendrickson that she was represented by
17 counsel. Respondent Hendrickson continued to ask Tu questions about the Southern
18 California Business League and why the restaurant defendants were organizing. Tu
19 repeatedly told Respondent Hendrickson that she was represented by counsel and that he
20 should contact her counsel with questions. In response, Respondent Hendrickson asked Tu
21 if she had learned that on television. Respondent Hendrickson then began asking Tu
22 questions about Milton Grimes and how she had gotten Grimes to represent her. Thereafter,
23 Respondent Hendrickson abruptly terminated the telephone call with Tu.¹⁹⁹

24 **By the foregoing:**

25 By knowingly filing against Z Sushi without conducting a reasonable inquiry or
26 investigation of the allegations and without the consent or authorization of Helping Hands,

27

28 ¹⁹⁹ Declaration of Judy Tu hereto attached as Exhibit 62.

1 the Respondents failed to maintain actions or proceedings as only appear just, in violation of
2 section 6068(c), and committed acts involving moral turpitude, dishonesty or corruption in
3 violation of section 6106.

4 By knowingly sending a settlement package which contained false statements of fact
5 and law, the Respondents committed acts involving moral turpitude, dishonesty or
6 corruption in violation of section 6106.

7 By knowingly maintaining Z Sushi as a defendant in the Blue Banana Case from the
8 motive of generating attorneys fees, the Respondents commenced and maintained an action
9 from a corrupt motive of passion or interest, in violation of 6068(g), and committed acts
10 involving moral turpitude, dishonesty or corruption, in violation of section 6106.

11 By knowingly contacting Tu knowing that she was represented by counsel, the
12 Respondents communicated with party in violation of rule 2-100(A).

13 **6. Misconduct with Defense Counsel and Courtroom Tactics.**

14 *Summary of Misjoinder*

15 California Code of Civil Procedure (“CCP”), section 379(a) restricts permissive
16 joinder
17 of defendants in a single lawsuit as follows: “All persons may be joined in one action as
18 defendants if there is asserted against them: (1) Any right to relief jointly, severally, or in
19 the alternative, in respect of arising out of the same transaction, occurrence, or series of
20 transactions or occurrences and if any question of law or fact common to all these persons
21 will arise in the action; or (2) A claim, right, or interest adverse to them in the property or
22 the controversy which is the subject of the action.”

23 *Summary of Notice Requirements*

24 CCP section 1005 required the Trevor Law Group to serve all parties who have
25 appeared in court with all papers filed with the court, absent any other applicable statute or
26 court order. CCP section 1014 required the Trevor Law Group to provide notice, to a
27 defendant who has appeared, of all subsequent proceedings in which notice is required to be
28

1 given.²⁰⁰

2 Misconduct Against Attorney Ed Sybesma

3 The Respondents' first UCL lawsuit filed on behalf of CEW was *CEW v. 7-Days*
4 *Tire Muffler and Auto Repair et al.*, Orange County Superior Court Case No. 02CC05533
5 (the "7-Days Tire Case") filed April 11, 2002. The original complaint named one
6 defendant, Bridgestone Firestone Retail Commercial Operations ("BFS") and 30,000 DOE
7 defendants. That same day, April 11, 2002, the Respondents filed 98 DOE Amendments.
8 On June 11, 2002, the Respondent filed an Amended Complaint and filed 25 additional
9 DOE amendments on June 26, 2002. The only thing in common with the defendants was
10 that they were all being sued for an alleged failure to comply with one or more regulations
11 pertaining to auto repair shops, and consequently for unfair business practices in violation of
12 the UCL.²⁰¹

13 **(a) First Demurrer in the 7 Day Tire Case.**

14 In the 7 Day Tire Case, attorney Ed Sybesma ("Sybesma"), of Rutan & Tucker, LLP,
15 represented BFS and, subsequently, one other defendant. On April 24, 2002, Sybesma sent a
16 letter to Respondent Hendrickson at the Trevor Law Group offices. Sybesma's letter
17 requested dismissal of the lawsuit against BFS or, in the alternative, evidence demonstrating
18 that the Respondents were not in violation of Code of Civil Procedure, section 128.7 or rule
19 3-200 of the Rules of Professional Conduct.

20 On April 30, 2002, Sybesma sent another letter to Respondent Hendrickson by fax
21 and
22 mail proposing that he stipulate to a shortened notice period for briefing and hearing on a
23 demurrer
24 and motion to strike the complaint, or in the alternative, for a brief moratorium on the
25 deadline for the remaining defendants that had been sued to respond to CEWC's complaint

26 _____
27 ²⁰⁰ See Attachments 46-47 of the State Bar's Request for Judicial Notice.

28 ²⁰¹ See Attachment 8 of the State Bar's Request for Judicial Notice.

1 until after the ruling on a demurrer and motion to strike. The Respondents did not respond
2 to Sybesma's letters.²⁰²

3 That same day, attorney Karen Walter ("Walter"), also of Rutan & Tucker, LLP,
4 telephoned the Trevor Law Group offices to speak to Respondent Hendrickson about the 7
5 Day Tire Case. Respondent Hendrickson was not in, so the receptionist put Walters through
6 to Respondent Han. Respondent Han told Walters that he was an attorney working on the 7
7 Day Tire Case. Walters told Respondent Han that Rutan & Tucker would file an ex parte
8 application to shorten time for briefing and hearing on a demurrer by BFS. Respondent Han
9 told Walters that CEW would oppose the ex parte application. Respondent Han then asked
10 Walters how many UCL cases she had handled before and implied that Walters did not know
11 much about UCL. After this conversation, Walters sent Sybesma an email memorializing
12 her conversation with Respondent Han and indicating that Respondent Han was an
13 attorney.²⁰³

14 On May 1, 2002, Sybesma filed a notice of ex parte application. Sybesma and the
15 Trevor Law Group appeared for the ex parte application on May 3, 2002. The Court
16 granted the ex parte application for order shortening time for briefing and hearing on a
17 demurrer by BFS.

18 On or about May 6-7, 2002, the Respondents prepared discovery to be served on
19 BFS. The Respondents served BFS directly with the discovery. BFS gave Sybesma the
20 discovery on May 8, 2002.²⁰⁴

21 That same day, on May 8, 2002, the Respondents and Sybesma appeared for CEW's
22 ex parte application for reconsideration of the May 3rd order. The Court denied the request
23 for reconsideration. Sybesma requested the names of all served defendants so that he could
24

25 ²⁰² See Declaration of Ed Sybesma hereto attached as Exhibit 63.

26 ²⁰³ See Declaration of Karen Walters ("Walters declaration") hereto attached as Exhibit 64.

27 ²⁰⁴ See Sybesma declaration, Exhibit 63. See also Attachment 8 of the State Bar's Request for Judicial
28 Notice.

1 advise them that they need not file a responsive pleading to the complaint while his
2 demurrer was pending. Respondent Hendrickson indicated that there would be no problem
3 providing such a list to Sybesma.²⁰⁵

4 On May 10, 2002, the Court sustained BFS's demurrer and ruled that complaint was
5 defective on the following grounds: (1) CEW's lack of capacity to sue under the complaint
6 as currently pled, (2) CEW's failure to state facts sufficient to state a cause of action, and (3)
7 CEW's failure to state specific facts sufficient to establish a proper joinder and a sufficient
8 nexus for suing hundreds and/or thousands of defendants in the 7 Day Tire Case. The Court
9 granted CEW 30 days leave to amend the lawsuit to give CEW an opportunity to allege facts
10 which would establish the hundreds and/or thousands of defendants were properly joined in
11 the lawsuit. In addition, the Court also made the following orders: (1) that the Trevor Law
12 Group and CEW shall deliver to counsel for defendant BFS, not later than the close of
13 business on Tuesday May 14, 2002, a list of names, addresses, and other available contact
14 information for all of the defendants served to date by CEW in the 7 Day Tire lawsuit so
15 that BFS could give notice of the Court's May 10, 2002 ruling to all defendants; (2) that all
16 discovery in this matter shall be and is hereby suspended until such time as CEW has been
17 able to file a complaint which is no longer subject to attack by demurrer. Respondent
18 Hendrickson appeared for the Trevor Law Group that day.²⁰⁶ Later that day, Sybesma faxed
19 Hendrickson a Notice of Ruling regarding the May 10th orders.

20 On May 14, 2002, Sybesma telephoned Respondent Hendrickson and left a message
21 inquiring about the list of unserved defendants. Respondent Hendrickson returned
22 Sybesma's telephone call at 5:36 p.m. and left a message stating that he disagreed with the
23 language in the Notice or Ruling and was, therefore, not supplying information to Sybesma.

24 The next day, Sybesma faxed Respondent Hendrickson two letters demanding that
25 the Trevor Law Group produce the information as ordered by the court. Around this time,

26
27 ²⁰⁵ See Attachment 38 of the State Bar's Request for Judicial Notice.

28 ²⁰⁶ See Attachments 8 and 38 of the State Bar's Request for Judicial Notice.

1 Sybesma learned from attorneys Robert Bills and David Calderon that the Respondents
2 were continuing to propound discovery on other parties, despite the Court's May 10th orders.
3 [See sections relating to Robert Bills and David Calderon below].

4 In response, Sybesma filed a notice of ex parte application for clarification of the
5 May 10th orders. On May 20, 2002, Respondent Hendrickson and Sybesma appeared for the
6 ex parte application. The Court again ordered that all discovery was to be stayed until the
7 Trevor Law Group filed a pleading that could withstand a demurrer, and that no defendants
8 would be required to respond until further order of the court. The Court also threatened to
9 hold Respondent Hendrickson in contempt of court if he did not provide Sybesma with a list
10 of all unserved defendants by the end of the day.²⁰⁷

11 On June 10, 2002, the Respondents filed an amended complaint in the 7 Day Tire
12 Case. The allegations against BFS in the amended complaint were substantially
13 identical to the
14 allegations against BFS in the Los Angeles BFS Case. Upon receiving the amended
15 complaint in the 7 Day Tire Case, Sybesma contacted the Respondents and informed them
16 that he intended to demurrer on the basis of misjoinder. On June 12, 2002, the Respondents
17 dismissed BFS from the 7 Day Tire case. Just days prior to dismissing BFS from the 7 Day
18 Tire Case, the Trevor Law Group filed a different lawsuit against BFS in Los Angeles
19 County.²⁰⁸

20 The Respondents intentionally dismissed BFS from the 7 Day Tire case because they
21 did not want a pending demurrer in the case. Pursuant to the May 10th and May 20th court
22 orders, if there was a pending demurrer in the 7 Day Tire Case, no other defendant would
23 have to file a responsive pleading until the Trevor Law Group corrected the defects
24 previously found by the court.

25 As discussed further below, the Trevor Law Group repeatedly dismissed demurring

27 ²⁰⁷ See Attachment 39 of the State Bar's Request for Judicial Notice.

28 ²⁰⁸ See Attachments 8 and 22 of the State Bar's Request for Judicial Notice.

1 defendants from their respective lawsuits, in order to avoid an adverse ruling on the
2 misjoinder issue and to lift any stays on pleadings or discovery. As discussed further below,
3 the Trevor Law Group used discovery and threats of default judgment in order to pressure
4 defendants into settling their lawsuits.

5 **By the foregoing:**

6 By knowingly making false statements and representing to Walters that he was an
7 attorney working on the 7 Day Tire Case, Respondent Han unlawfully held himself out to be
8 an attorney licensed to practice in the State of California, in violation of 6068(a), 6125 and
9 6126, and committed an act involving moral turpitude, dishonesty or corruption, in violation
10 of section 6106.

11 By knowingly relying on Respondent Han to communicate with Walters regarding
12 the 7 Day Tire Case, Respondents Trevor and Hendrickson aided and abetted the
13 unauthorized practice of law, in violation of rule 1-300(A), and committed an act involving
14 moral turpitude, dishonesty or corruption, in violation of section 6106.

15 By knowingly violating the Court's May 10, 2003, order, conducting discovery on
16 other defendants, failing to provide Sybesma with a list of served defendants in order to
17 prevent Sybesma from noticing the defendants of the May 10th order, dismissing BFS in
18 order to prevent an adverse ruling and to lift the stay on discovery in the 7 Day Tire case
19 and doing the aforementioned in furtherance of a scheme to defraud, the Respondents
20 committed acts involving moral turpitude, dishonesty or corruption, in violation of section
21 6106.

22 **(b) BFS's Demurrer in the Second Lawsuit.**

23 On June 7, 2002, the Respondents filed another UCL lawsuit against BFS in *CEW v.*
24 *Firestone Tire & Service Center*, Los Angeles County Case No. BC275338 ("Los Angeles
25 BFS Case"). The complaint in the Los Angeles BFS Case named five defendants and
26 30,000 DOE defendants. Three of the five defendants were independently owned and
27 operated Firestone Tire & Service Centers.

28 On July 10, 2002, Sybesma propounded discovery on CEW in order to learn the

1 factual basis for the Los Angeles BFS Case. On July 22, 2002, Sybesma filed a demurrer
2 and motion to strike.

3 On August 14, 2002, Sybesma received CEW's responses which failed to provide
4 any factual basis for the lawsuit.

5 On or about August 30, 2002, the Court deemed the 7 Day Tire Case complex and
6 deemed the following cases related: 02CC00250, 02CC00251, 02CC00252, 02CC00253,
7 02CC00254, 02CC00255, 02CC00256. The cases were ordered before Judge James V.
8 Selna ("Judge Selna").

9 On September 17, 2002, the Respondents failed to appear for the hearing on
10 Sybesma's demurrer. The Court sustained the demurrer with leave to amend. The Court
11 ruled that the complaint "does not contain sufficient facts to apprise demurring defendants
12 of what they have allegedly done wrong. Plaintiff alleges the legal conclusion that all
13 defendants failed to properly record labor and parts on invoices and work orders and lists
14 five instances of defendant Firestone Tire & Service Center failing to provide estimates for
15 unspecified customers or jobs at five different locations. The complaint does not provide a
16 factual basis for liability against any of the demurring defendants."²⁰⁹

17 On September 20, 2002, Sybesma filed a motion to compel further discovery
18 responses.

19 On September 27, 2002, the Respondents filed an amended complaint which failed
20 to allege additional facts regarding wrongdoing by BFS. On October 21, 2002, the Court
21 granted Sybesma's motion to compel and ordered further responses from CEW.

22 Sybesma filed a demurrer to the amended complaint on October 23, 2002. On
23 November 11, 2002, Sybesma's secretary Claudia Burton ("Burton") spoke to Respondent
24 Trevor and requested copies of the Respondents' opposition papers. Respondent Trevor
25 told Burton that he would fax the opposition that day. On November 15, 2002, the
26

27
28 ²⁰⁹ See Sybesma declaration, Exhibit 63. See also Attachment 22 of State Bar's Request for Judicial
Notice.

1 Respondents filed an untimely opposition to demurrer. Respondent Trevor falsely stated in
2 the opposition papers that he was unaware of the overdue opposition until November 14,
3 2002.

4 On November 15, 2002, Sybesma received CEW's supplemental responses to
5 discovery, which revealed that the allegations against BFS were based on limited
6 information posted by the BAR. On November 18, 2002, the Court sustained the demurrer
7 to the amended complaint with leave to amend.

8 On November 27, 2002, the Respondents filed a second amended complaint.
9 Sybesma propounded further discovery including (1) demands for documents containing the
10 factual basis for CEW's allegations, if any; (2) demands for documents showing the
11 qualifications of CEW and/or its attorneys to prosecute this action on behalf of the general
12 public, if any; and (3) demands for documents describing legitimate business purposes of
13 CEW, if any. In response, CEW produced five pages of printouts from the BAR website.
14 Sybesma filed a demurrer to the second amended complaint.

15 On January 7, 2002, Respondent Trevor sent Sybesma's office a letter stating the
16 Respondents would dismiss the case if the parties agreed to waive costs. Sybesma rejected
17 this offer. Prior to the hearing on the demurrer to the second amended complaint,
18 Respondents dismissed the Los Angeles BFS case against BFS.

19 Sybesma filed a memorandum of costs incurred by the three Firestone Tire Centers.
20 Respondent filed a motion to tax costs, which is pending before Judge Carl West ("Judge
21 West"), Los Angeles Superior Court.²¹⁰

22 Judge West appointed Sybesma, along with attorneys Kathleen Jacobs and Jonathan
23 Gabriel, as liaison defense counsel in approximately nine (9) UCL lawsuits filed by the
24 Trevor Law Group in Los Angeles County. Judge West scheduled an Order to Show Cause
25 hearing on March 28, 2003, as to why the nine UCL lawsuits should not be dismissed., and
26

27
28 ²¹⁰ See Sybesma declaration, Exhibit 63. See also Attachment 8 of the State Bar's Request for Judicial Request.

1 stayed all further proceedings until after the hearing.²¹¹

2 **By the foregoing:**

3 By knowingly filing the 7 Day Tire Case and the BFS Los Angeles Case, without
4 conducting a reasonable inquiry or investigation of the allegations against BFS, the
5 Respondents failed to maintain actions or proceedings as only appear just, in violation of
6 section 6068(c), and committed acts involving moral turpitude, dishonesty or corruption in
7 violation of section 6106.

8 By knowingly dismissing BSF from the Los Angeles lawsuit, in order to avoid an
9 adverse ruling, the Respondents committed an act involving moral turpitude, dishonesty or
10 corruption, in violation of section 6106.

11 **(c) Rozsman Representing Himself as Attorney.**

12 On November 5, 2002, Sybesma appeared in court on behalf of defendant N&J
13 Radiator & Air Conditioning dba A1 Radiator Service (“A1 Radiator Service”), in the
14 Amigo Auto Case. On or about November 20, 2002, A1 Radiator Service notified Sybesma
15 that Rozsman had telephoned and represented himself as an attorney for the Trevor Law
16 Group. On November 21, 2002, Sybesma faxed the Respondents a letter requesting them to
17 stop contacting his clients directly.

18 **By the foregoing:**

19 By knowingly allowing Rozsman to represent himself as an attorney on behalf of the
20 Trevor Law Group, the Respondents aided and abetted the unauthorized practice of law, in
21 violation of rule 3-100(A), and committed an act involving moral turpitude, dishonesty or
22 corruption, in violation of section 6106.

23 **(d) Petition for Coordination.**

24 On or about February 14, 2003, Sybesma received from the Trevor Law Group a
25 Notice of Submission for Petition of Coordination (“Petition for Coordination”), requesting
26 that all of the Trevor Law Group’s UCL lawsuits in Los Angeles, Orange and Sacramento
27

28 ²¹¹ Id. See also Declaration of Kathleen Jacobs (“Jacobs declaration”) hereto attached as Exhibit 65.

1 counties be coordinated before one court. That day, Sybesma faxed and mailed a letter to
2 the Respondents requesting a copy of the Petition for Coordination and supporting
3 documents. Over the next several days, Sybesma continued to request these documents
4 from the Trevor Law Group.

5 On February 18, 2003, the Trevor Law Group falsely represented to Judge Selna that
6 they had filed the Petition for Coordination with the Judicial Council on or about February
7 12, 2003. The Trevor Law Group knew the representation was false as they did not file the
8 Petition for Coordination until February 24, 2004.

9 ///

10 ///

11
12 Based on the Trevor Law Group's false representation, Judge Selna stay all further
13 proceedings in his court pending the Petition for Coordination.²¹²

14 On or about February 19, 2003, the Trevor Law Group sent Sybesma its moving
15 papers for the Petition for Coordination but failed to provide the supporting documents or
16 attachments. The Trevor Law Group did not provide the attachments to Sybesma until
17 February 27, 2003.²¹³

18 **By the foregoing:**

19 By knowingly misrepresenting to the Court the status of the Petition for
20 Coordination, in order to obtain a stay of the proceedings, the Respondents committed an
21 act involving moral turpitude, dishonesty or corruption, in violation of section 6106.

22 *Misconduct Involving Attorney David Calderon*

23 Attorney David Calderon ("Calderon") represented defendant Integrity Automotive
24 in the 7 Day Tire Case. Calderon attended BFS's hearing on demurrer on May 10, 2002.
25 Calderon heard the Court sustain the demurrer and order a stay on discovery pending the
26

27 ²¹² See Attachment 50 of the State Bar's Request for Judicial Notice.

28 ²¹³ Id.

1 resolution of issues relating to CEW's defective pleading.

2 On or about May 14, 2003, Respondent Trevor contacted Calderon and attempted to
3 settle the lawsuit against Integrity Automotive. Respondent Trevor knowing made a false
4 statement to Calderon by telling Calderon that the Court's May 10th ruling did not apply to
5 defendants other than BFS.²¹⁴

6 **By the foregoing:**

7 By knowingly misrepresenting to Calderon that the May 10th ruling did not apply to
8 his client and attempting to settle the lawsuit in furtherance of a scheme to defraud, the
9 Respondents committed an act or moral turpitude, dishonesty or corruption, in violation of
10 section 6106.

11 ///

12 ///

13
14 *Misconduct Involving Attorney Robert Bills*

15 In April 2002, attorney Robert Bills ("Bills"), on behalf of defendant Jeeps R Us,
16 repeatedly telephoned Respondent Hendrickson at the Trevor Law Group offices regarding
17 the 7 Day Tire Case. Bills left several messages for Respondent Hendrickson identifying
18 himself as the attorney for defendant Jeeps R Us.

19 **(a) Failure to Notify Bills of Proceedings.**

20 On April 19, 2002, Bills sent Respondent Hendrickson a letter stating that he
21 represented Jeeps R Us and requested copies of all DOE Amendments filed to date and any
22 other documents which had been filed with the Court or any other party. In response, on
23 April 24, 2002, Respondent Hendrickson sent Bills a letter stating that Bills could purchase
24 such pleadings and documents from the court clerk.

25 Bills continued to telephone Respondent Hendrickson from April 24, 2002, through
26 May 7, 2002, and left messages requesting a return telephone call.

27
28

²¹⁴ See Declaration of David Calderon hereto attached as Exhibit 66.

1 Despite knowing Bills represented Jeeps R Us, the Respondents failed to notify Bills
2 about Sybesma's ex parte application or provide Bills with any pleadings or documents filed
3 with the Court. Instead, on May 7, 2002, the Respondents sent a proposed judgment and
4 permanent injunction directly to Jeeps R Us.

5 Moreover, on May 13, 2002, the Respondents propounded discovery on Jeeps R Us
6 demanding production of the last four years of business records, in direct violation of the
7 Court's May 10th order. The Respondents failed to notify Bills of the Court's May 10, 2002,
8 or of BFS' demurrer.

9 **By the foregoing:**

10 By knowingly sending documents directly to Jeeps R Us, knowing Jeeps R Us was
11 represented by Bills, the Respondents communicated with a represented party, in violation
12 of rule 2-100(A).

13 By knowingly refusing to provide Bills with copies of pleadings and notices,
14 intentionally violating the Court's May 10, 2003, order, propounding discovery on Jeeps R
15 Us and failing to notify Bills of the Court's order and hearings, the Respondents committed
16 acts involving moral turpitude, dishonesty or corruption, in violation of section 6106.

17 **(b) Settlement Tactics.**

18 On May 16, 2002, Respondent Trevor telephoned Bills and made a \$2,500
19 settlement offer. Bills asked Respondent Trevor to explain the factual basis for the lawsuit
20 against Jeeps R Us. Respondent Trevor failed to provide a factual basis but told Bills that
21 the lawsuit was based on the notice of violations posted on the BAR website. Bills rejected
22 the offer and requested all copies of pleading and requests for notice. Thereafter, the
23 Respondents failed to notice Bills of Sybesma's ex parte application on May 20, 2002, or
24 notice of ruling.

25 On May 29, 2002, Bills heard from another defense attorney that Respondents had
26 noticed an ex parte application for that Friday, May 31, 2002. Bills faxed a letter to
27 Respondent Hendrickson inquiring about the ex parte application. Later that evening,
28 Respondent Hendrickson left Bills a message that there would be an ex parte application on

1 May 31, 2002, regarding a request to deem the case complex.

2 The next day, Bills heard from other defense counsel that the Respondents had
3 noticed a different date of June 3, 2002, for the ex parte application. Bills faxed Respondent
4 Hendrickson a letter requesting clarification of the ex parte application. Without hearing
5 from the Respondents, later that day Bills contacted the court clerk who told him that the
6 Court did not hear ex parte applications on Fridays. At 4:52 p.m. the Respondents faxed
7 Bills a notice that the ex parte application would be heard on June 5, 2002.

8 On June 5, 2002, Bills, and Respondent Hendrickson appeared for the ex parte
9 application, along with other defense counsel. The Court denied the Respondents' request
10 to deem the matter complex at that time. Bills, Respondent Hendrickson and other defense
11 counsel agreed that the request to deem the matter complex was premature until CEW filed
12 an amended complaint in the 7 Day Tire Case.

13 **(c) Bills' Demurrer in the 7 Day Tire Case.**

14 After the Respondents filed the amended complaint in the 7 Day Tire case, Bills
15 filed a demurrer on the grounds of misjoinder and noticed a hearing date of August 2, 2002.
16 On or about June 9, 2002, Respondent Han faxed Bills a letter stating that the Respondents
17 were "confident about successfully opposing" the issue of misjoinder but suggested
18 dismissing Jeeps R Us from the case to "eliminate the need to argue the issue of
19 misjoinder." Respondent Han also faxed a stipulation for dismissal and re-filing against
20 Jeeps R Us. Bills rejected the stipulation.

21 On July 10, 2002, Bills heard from another attorney that the Respondents were
22 dismissing Jeeps R Us from the 7 Day Tire Case. That day Bills telephoned Respondent
23 Trevor and left a message inquiring about the dismissal. Bills also faxed a letter to the
24 Trevor Law Group inquiring about the dismissal.

25 On July 11, 2002, Bills contacted the court clerk and confirmed that the hearing on
26 his demurrer was still scheduled for August 2, 2002. On July 12, 2002, the Trevor Law
27 Group filed a request for dismissal of Jeeps R Us from the 7 Day Tire Case. The
28 Respondents never informed or served Bills with a request for dismissal. On July 22, 2002,

1 Bills went to the courthouse and obtained a copy of the request for dismissal.

2 Unknown to Bills, on August 28, 2002, the Respondents filed a new UCL lawsuit
3 against Jeeps R Us in case no. 02CC00256 (“Jeeps R Us Case”). On or about October 9,
4 2002, Jeeps R Us informed Bills that Trevor Law Group law clerk Negin Salimipour
5 (“Salimipour”) had telephoned and stated that Jeeps R Us was in default and a judgment
6 would be entered against them. Jeeps R Us informed Bills that Salimipour also said that
7 they could settle the lawsuit.

8 Bills then telephoned the Trevor Law Group and spoke to Salimipour. Bills told
9 Salimipour that the lawsuit against Jeeps R Us had been dismissed. Salimipour told Bills
10 that she had meant to call another defendant, Jeff’s Service Center, instead of Jeeps R Us.

11 On or about November 4, 2002, someone from the Trevor Law Group telephoned
12 Bills and asked if he would accept service of a complaint on behalf of Jeeps R Us. Bills told
13 the caller that the lawsuit against Jeeps R Us had been dismissed. The caller informed Bills
14 that the Trevor Law Group had filed a new lawsuit against Jeeps R Us, the Jeeps R Us Case.
15 On or about November 9, 2002, Bills received a summons and complaint in the Jeeps R Us
16 Case. On November 26, 2002, Bills sent the Respondents a letter requesting notice of all
17 proceedings and copies of all pleadings filed in the Jeeps R Us Case.

18
19 **By the foregoing:**

20 By knowingly filing the 7 Day Tire Case and the Jeeps R Us Case, without
21 conducting a reasonable inquiry or investigation of the allegations against Jeeps R Us, the
22 Respondents failed to maintain actions or proceedings as only appear just, in violation of
23 section 6068(c), and committed acts involving moral turpitude, dishonesty or corruption in
24 violation of section 6106.

25 By knowingly dismissing Jeeps R Us from the 7 Day Tire Case, in order to avoid an
26 adverse ruling, and failing to notify Bills of the dismissal, the Respondents committed acts
27 involving moral turpitude, dishonesty or corruption, in violation of section 6106.

28 **(d) Discovery Stay in the Jeeps R Us Case.**

1 Bills determined that there were no discovery stays in effect in the Jeeps R Us Case
2 after consulting with other defense counsel and reviewing minute orders in the related UCL
3 lawsuits filed by the Trevor Law Group.

4 On November 27, 2002, Bills propounded interrogatories and a demand for
5 production of documents on CEW. On December 18, 2002, Bills sent the Trevor Law
6 Group a letter stating that there were no discovery stays in effect in the Jeeps R Us case and
7 that CEW's responses to his discovery were due on January 2 and 6, 2003.

8 On January 2, 2003, Respondent Trevor faxed Bills a letter stating that CEW did not
9 have to respond to discovery without further instructions from the Court in the 7 Day Tire
10 Case. Bills faxed the Respondents a letter stating that there was no discovery stay in effect
11 as relating to Jeeps R Us. Bills' fax also stated that he would accept all of CEW's responses
12 on or before January 6, 2003.

13 On January 6, 2002, Respondent Hendrickson telephoned Bills and stated that the
14 the Trevor Law Group and CEW withdrew any claim that there was a stay on discovery in
15 the Jeeps R Us case. Respondent Hendrickson told Bills that CEW's responses were largely
16 "stock answers" and that the responses would be completed in a few days. Based on this
17 representation, Bills agreed to provide CEW a two-week continuance to respond to
18 discovery.

19 During this telephone conversation on January 6, 2003, Respondent Hendrickson
20 inquired of Bills whether he intended to appear the next day for a hearing in the 7 Day Tire
21 Case. Bills asked Respondent Hendrickson whether there were any orders being sought that
22 affected Jeeps R Us. Respondent Hendrickson assured Bills that there were no matters
23 pending in the 7 Day Tire
24 case which affected Jeeps R Us and that there would be orders sought affecting Jeeps R Us.

25 Later that day, on January 6, 2003, Bills drafted and faxed Respondent Hendrickson
26 a written confirmation stating that CEW withdrew any claim to a stay on discovery and that
27 CEW would produce its responses to discovery on or before January 20, 2003. Respondent
28 Hendrickson signed the written confirmation and faxed it back to Bills. Based on

1 Respondent Hendrickson’s representation, Bills did not attend the January 7, 2003, hearing
2 in the 7 Day Tire Case.²¹⁵

3 On January 7, 2003, the Respondents appeared in the 7 Day Tire Case and requested
4 a stay on all discovery, including in the Jeeps R Us Case. The Court granted the stay
5 pending an evaluation conference scheduled for February 28, 2003. Respondent
6 Hendrickson never informed the Court of his conversation with Bills the day before.²¹⁶

7 On January 15, 2003, Respondent Trevor sent Bills a letter informing him of the
8 court ordered stay on discovery. Respondent Trevor’s letter further stated that CEW was
9 entitled to attorney fees, costs and restitution damages.

10 Despite the recently obtained stay on discovery, Respondent Trevor’s letter also
11 asked Jeeps R Us to voluntarily produce all its business records for the past four years.²¹⁷

12 **By the foregoing:**

13 By knowingly making false statements and misleading Bills about the January 7,
14 2003, hearing in the 7 Day Tire Case, obtaining a stay on discovery to avoid providing
15 responses to Bills, failing to inform the Court of Respondent Hendrickson’s
16 communications with Bills on January 6, 2003, and asking Jeeps R Us to voluntarily
17 produce its business records, despite the stay on discovery, the Respondents committed acts
18 involving moral turpitude, dishonesty or corruption, in violation of section 6106.

19 **(e) Tactics by the Trevor Law Group.**

20 On January 9, 2003, the parties appeared before Judge Selna. Judge Selna ordered
21 the parties to meet and confer and to discuss the possibility of selecting “test cases” to take
22 to trial.

23 On January 28, 2003, Bills and the Respondents appeared for a motion to strike
24 portions of the complaint in the Jeeps R Us Case. The Court struck portions of the

25
26 ²¹⁵ See Declaration of Robert Bills (“Bills declaration”) hereto attached as Exhibit 67 .

27 ²¹⁶ Id. See also Attachment 8 of the State Bar’s Request for Judicial Notice.

28 ²¹⁷ See Bills declaration, Exhibit 67.

1 complaint, including allegations of false advertising against Jeeps R Us, and prayers for
2 restitution and disgorgement. The Court granted 20 days leave to amend, to allege
3 particular facts constituting false advertising and the particular non-parties whom CEW
4 alleged restitution was owed.

5 On January 28, 2003, Respondent Han inquired further about the test case concept
6 with Judge Selna. Judge Selna told Respondent Han that it was premature to proffer a list of
7 suggested test cases before the parties engaged in a meet and confer.²¹⁸

8 On Friday, February 7, 2003, Bills received a letter from Respondent Han stating
9 that CEW had selected five defendants, including Jeeps R Us, to take to trial within 120
10 days. Respondent Han's letter stated that Judge Selna had suggested this approach and that
11 if Bills did not respond by Monday, February 10, 2003, the Trevor Law Group would infer
12 Bills acceptance of the proposal.

13 On February 7, 2003, Bills faxed the Respondents a letter advising that Judge Selna
14 had previously told the Respondents that it was premature to proffer a list of suggested test
15 cases. Bills further stated in his letter that, at the next status conference, he would request
16 an evidentiary hearing to determine whether CEW is qualified to sue on behalf of the
17 general public.²¹⁹

18 Before the next hearing, on or about February 14, 2003, Bills received a notice from
19 the Respondents that the Trevor Law Group had filed documents with the Court requesting
20 a stay on all proceedings pending the Petition for Coordination. That day, Bills faxed and
21 mailed the Respondents a request for copies of the Petition for Coordination and supporting
22 documents.

23 On February 18, 2003, the Respondents appeared before Judge Selna and obtained
24 an indeterminate stay on all the proceedings before him. The Respondents falsely
25 represented to Judge Selna that they had filed the Petition for Coordination with the Judicial
26

27 ²¹⁸ Id. See also Attachment 8 of the State Bar's Request for Judicial Notice.

28 ²¹⁹ See Bills declaration, Exhibit 67.

1 Counsel on February 12, 2003. The Respondents never noticed Bills of the hearing on
2 February 18, 2003.

3 Despite the indeterminate stay, on or about February 19, 2003, Bills received service
4 of an amended complaint in the Jeeps R Us Case.²²⁰

5 On February 21, 2003, Bills received a call from Trevor Law Group employee Sofia
6 Perez (“Perez”). Perez asked Bills if he would accept service of the requested documents
7 pertaining to the Petition for Coordination via email. Bills rejected email service and told
8 Perez that he expected service as provided by the CCP.

9 On February 25, 2003, Bills faxed another request for copies of the Petition for
10 Coordination and supporting documents. On February 28, 2003, Bills received documents
11 from the Trevor Law Group which did not bear a file stamp or case number. The documents
12 were also missing pages.

13 On March 3, 2003, Bills sent the Respondents fax requesting the missing pages and
14 inquiring whether the Petition for Coordination had actually been filed and accepted by the
15 Judicial Council. On March 5, 2003, Bills sent the Respondents another fax requesting a
16 conformed copy of the face page of the Petition of Coordination and the missing pages. To
17 date, Respondents have failed to provide Bills with the missing pages.²²¹

18 **By the foregoing:**

19 By knowingly misrepresenting to the status of the Petition for Coordination in order
20 to
21 obtain a stay on the Jeeps R Us Case and to avoid an adverse ruling, the Respondents
22 committed acts involving moral turpitude, dishonesty or corruption.

23 ///

26 ²²⁰ See Attachment 52 of the State Bar’s Request for Judicial Notice.

27 ²²¹ See Supplemental Declaration of Robert Bills (“Bills supplement declaration”) hereto attached as
28 Exhibit 68.

1 Misconduct Involving Attorney Kathleen Jacobs

2 **(a) 7 Day Tire Case**

3 Defense counsel Kathleen Jacobs (“Jacobs”) from Jacobs & Gregory represented
4 defendants in the 7 Day Tire case. Jacobs appeared as counsel in the case at the
5 aforementioned May 20, 2002, hearing with Sybesma.

6 On July 9, 2002, one of Jacobs’ clients, Richard Miller (“Miller”) of Miller Auto
7 Electric told her that the Trevor Law Group had contacted him about responding to the
8 lawsuit. In response, Jacobs sent a letter to Respondents Trevor and Hendrickson advising
9 them that due to the demurrer filed by Jeeps R Us in the 7 Day Tire Case, no parties need
10 respond to the amended complaint until such time as the complaint survives the demurrer.
11 Jacobs’ letter further stated that if the Respondents dismissed Jeep R Us from the 7 Day Tire
12 Case, as they did BFS, she would file a similar demurrer on behalf of her client.²²²

13 **Demurrer on behalf of Custom Motors.**

14 Respondents’ dismissed Jeeps R Us from the 7 Day Tire Case on July 12, 2002.
15 They did not notify Jacobs of the request for dismissal. On July 15, 2002, after learning of
16 the dismissal of Jeeps R Us, Jacobs filed a demurrer on behalf of defendant Custom Motors,
17 on the grounds of misjoinder. Defendant Los Amigos Auto Repair also filed a demurrer in
18 the 7 Day Tire case.²²³

19 In violation of the Court’s May 10th and May 20th orders, on July 16, 2002,
20 Respondent Hendrickson sent out a letter advising defendant Sunny Hill Auto Center that its
21 answer to the amended complaint was due that day. Respondent Hendrickson’s letter
22 further stated that CEW authorized a one-week continuance, only if Sunny Hill Auto Center
23 filed an Answer as opposed to a demurrer or other pleading.²²⁴

24 On or about July 18, 2002, after learning of the letter to Sunny Hill Auto Center,
25

26 ²²² See Jacobs declaration, Exhibit 65.

27 ²²³ Id. See also Attachment 8 of the State Bar’s Request for Judicial Notice.

28 ²²⁴ See Jacobs declaration, Exhibit 65.

1 Jacobs wrote a letter to Respondents Trevor and Hendrickson advising that there were two
2 pending demurrers in the 7 Day Tire Case and that no other defendant need respond to the
3 amended complaint while a demurrer was pending. Jacobs' letter also advised Respondents
4 Trevor and Hendrickson that if they dismissed her client Custom Motors before the hearing
5 on demurrer, she would file another demurrer on behalf of another client in the case.

6 Thereafter, in or about July 2002, the Trevor Law Group sent Jacobs a settlement
7 package for Custom Motors. The settlement package contained false and/or misleading
8 statements regarding collateral estoppel and/or res judicata. Jacobs responded by sending
9 Respondents Han and Hendrickson a letter requesting authority for the language regarding
10 res judicata and collateral estoppel.²²⁵

11 On or about August 1, 2002, Jacobs received copies of request for entries of default
12 against some of her clients. In response, Jacobs sent a letter to Respondents Hendrickson
13 and Trevor advising them that there were two demurrers pending in the 7 Day Tire Case.

14 On August 8, 2002, Jacobs discovered that the Trevor Law Group had dismissed her
15 client, Custom Motors, from the 7 Day Tire Case without noticing her of the dismissal.

16 **By the foregoing:**

17 By knowingly dismissing Custom Motors from the 7 Day Tire Case in order to avoid
18 an adverse ruling, failing to notify Jacobs of dismissals of demurring defendants and
19 sending letters containing false and/or misleading statements in furtherance of a scheme to
20 defraud, the Respondents committed acts involving moral turpitude, dishonesty or
21 corruption, in violation of section 6106.

22 **Demurrer on behalf of Rose Auto Repair.**

23 On August 12, 2002, Jacobs filed a demurrer in the 7 Day Tire Case on behalf of her
24 client Rose Auto Repair. On August 13, 2002, Jacobs sent a letter to Respondents
25 Hendrickson and Trevor that she had filed a demurrer on behalf of Rose Auto Repair.
26 Jacobs' letter requested the Respondents to notice her if they dismissed Rose Auto Repair

27 _____
28 ²²⁵ Id.

1 from the case.

2 On August 29, 2002, the Trevor Law Group dismissed Rose Auto Repair from the 7
3 Day Tire Case without noticing or serving Jacobs with a request for dismissal.

4 **By the foregoing:**

5 By knowingly dismissing Rose Auto Repair from the 7 Day Tire Case in order to
6 avoid an adverse ruling and failing to notify Jacobs of the dismissal of another demurring
7 defendant, the Respondents committed acts involving moral turpitude, dishonesty or
8 corruption, in violation of section 6106.

9 **Demurrer on Behalf of Brea Auto Body.**

10 On September 4, 2002, Jacobs filed a demurrer in the 7 Day Tire Case on behalf of
11 her client, Brea Auto Body. Unknown to Jacobs, around this time, the Court deemed the 7
12 Day Tire Case complex and reassigned the case to Judge Selna. The Trevor Law Group
13 prepared a Notice of Reassignment of the 7 Day Tire Case but failed to serve Jacobs with
14 the Notice of reassignment.

15 On or September 10, 2002, Jacobs' client Pro Auto Care received a letter from the
16 Trevor Law Group which was meant for defendant Japanese Automotive Repairs. The letter
17 was signed by law clerks Salimipour and Josh Thomas and stated that the 7 Day Tire
18 complaint was no longer subject to demurrer and that Japanese Automotive Repairs had
19 until September 16, 2002, to settle the lawsuit. In response, Jacobs sent a letter to
20 Respondents Hendrickson and Trevor that she was in receipt of the letter purportedly sent
21 by Salimipour and Josh Thomas and that the contents of the letter were false as Jacobs had
22 filed a demurrer on behalf of Brea Auto Body.

23 Due to the reassignment of the 7 Day Tire Case to Judge Selna in the complex case
24 division, however, all previously pending matters were off calendar. Since the Trevor Law
25 Group failed to notify Jacobs of the reassignment of the case to Judge Selna, Jacobs was
26 unaware that there was no demurrer pending in the 7 Day Tire Case due to the reassignment
27 before Judge Selna.

28 On or about September 23, 2002, the Respondents filed entries of default against

1 Jacobs' clients: Europo, Miller Auto Electric, Larry's Independent Auto Service, A&A Auto
2 Center, American Automotive, Aaron's Automotive, Rose Auto Repair and Fiesta
3 Transmission.

4 On or about September 24, 2002, after learning of the case reassignment to Judge
5 Selna, Jacobs filed a demurrer on behalf of her client Fiesta Transmissions.

6 On or about October 3, 2002, Jacobs' client Russ Ward Auto Body gave her a copy
7 of a letter signed by law clerk Salimipour. The letter falsely stated that the complaint in the
8 7 Day Tire Case was not subject to demurrer and that Russ Ward Auto Body had until
9 October 10, 2003, to settle the lawsuit.

10 On October 29, 2002, Jacobs appeared for the hearing on demurrer of her clients
11 Fiesta Transmissions and Brea Auto Body, and on a demurrer of another defendant,
12 Superior Automotive. Respondents Han and Trevor appeared at the hearing for the Trevor
13 Law Group. At that time, Judge Selna gave a tentative ruling that he would sustain the
14 demurrers.

15 In response, Respondents Han and Trevor argued that Judge Selna could not rule on
16 the demurrers of Superior Automotive and Brea Auto Body because the Trevor Law Group
17 had already dismissed those defendants from the lawsuit. Despite, requests from Jacobs and
18 counsel for Superior Automotive to proceed with the hearing for a ruling on the misjoinder
19 issue, the Court deemed the demurrers moot, as the parties had been dismissed..

20 Respondents Han and Trevor also successfully argued to Judge Selna that the Court
21 could not rule on the demurrer of Fiesta Transmission because Fiesta Transmission was in
22 default and that Jacobs had to first move to put aside the default before proceeding on the
23 demurrer. Respondents Han and Trevor refused to voluntarily set aside the default, which
24 would have allowed Judge Selna to rule on the demurrer.²²⁶

25 On November 6, 2002, Jacobs filed a motion to set aside defaults taken against her
26 clients, including Fiesta Transmission.

27
28 ²²⁶ Id. See also Attachment 40 of the State Bar's Request for Judicial Notice.

1 On December 10, 2002, the Respondents filed an ex parte application requesting
2 severance of the defendants. Judge Selna denied the ex parte application and advised the
3 Respondents that severance would not cure the defect caused by misjoinder.²²⁷

4 On January 28, 2003, Judge Selna granted the motion to set aside entry of default
5 against all of Jacobs' clients whom had their defaults entered by the Trevor Law Group.
6 Judge Selna deemed the previous demurrer filed on behalf of Fiesta Transmissions to have
7 been filed and scheduled a hearing date of February 18, 2003.

8 On February 18, 2003, Judge Selna sustained the demurrer without leave to amend
9 on the misjoinder issue. At that time, the Respondents falsely advised Judge Selna that they
10 had filed a Petition for Coordination of all their UCL cases in the State of California to be
11 heard before a single judge. Based on this false representation, Judge Selna stayed the
12 automotive UCL cases pending the hearing on the Petition for Coordination.²²⁸

13 **By the foregoing:**

14 By knowingly dismissing Brea Auto Body from the 7 Day Tire Case, failing to
15 notify Jacobs of the reassignment to the complex division, proceeding with entries of default
16 knowing that Jacob was unaware of the case reassignment and refusing to stipulate to vacate
17 entry of default against Fiesta Transmissions in order to avoid an adverse ruling and in
18 further of a scheme to defraud, the Respondents committed acts involving moral turpitude,
19 dishonesty or corruption, in violation of section 6106.

20 By knowingly misrepresenting the status of the Petition for Coordination in order to
21 obtain a stay of the proceedings after the Court had sustained Fiesta Transmission's
22 demurrer without leave to amend, the Respondents committed acts involving moral
23 turpitude, dishonesty or corruption, in violation of section 6106.

24 **(b) Didea Tony Case.**

26 ²²⁷ See Attachment 42 of the State Bar's Request for Judicial Notice.

27 ²²⁸ See Jacobs declaration, Exhibit 65. See also Attachment 52 of the State Bar's Request for
28 Judicial Notice.

1 On November 1, 2002, Jacobs appeared as counsel for Leo & Son Garage in Case
2 No. BC281694 (“Didea Tony Case”) by filing a demurrer to the complaint and serving the
3 Trevor Law Group with the demurrer.

4 On November 5, 2002, the Trevor Law Group served a Notice of Taking Deposition
5 on Leo & Son Garage. On November 12, 2002, Jacobs sent a letter to Respondent Han
6 demanding that the Trevor Law Group stop contacting her client directly.

7 **(c) A1 Smog & Muffler Case.**

8 On November 6, 2002, Jacobs received notices of depositions for her clients Arcadia
9 Ultimate Automotive and BNH Auto Center and other defendants, in Case No. BC281705
10 (“A1 Smog & Muffler Case”). The notices scheduled depositions of each defendant for one
11 hour apart. The notices also requested each defendant to produce four years of business
12 records to the deposition.

13 On November 7, 2002, Jacobs sent the Trevor Law Group a letter objecting to the
14 notices. On November 12, 2002, Jacobs sent a formal objection to the notices. On or about
15 November 14, 2002, Jacobs filed a motion for order to quash and request for sanctions. The
16 motion was never heard as the case was stayed and consolidated with other Los Angeles
17 County cases in front of Judge West.

18 On November 19, 2002, Jacobs telephoned the Trevor Law Group and left a
19 message for Respondent Han requesting that the Trevor Law Group stop contacting her
20 clients directly.²²⁹ Later that day, Jacobs’ secretary, Sandie Desrosiers (“Desrosiers”)
21 received a telephone call from Farber, who demanded a list of all Jacobs’ clients.
22 Desrosiers informed Farber that Jacobs had already appeared on behalf of many of her
23 clients and that the Trevor Law Group had been served with documents from Jacobs
24 demonstrating which clients she represented. Farber told Desrosiers that he would continue
25 to contact Jacobs’ clients until he received a list of Jacobs’ clients.²³⁰

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27 ²²⁹ Id.

28 ²³⁰ See Declaration of Sandie Desrosiers hereto attached as Exhibit 69.

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By the foregoing:

By knowingly contacting Leo & Son Garage, knowing that Jacobs was counsel of record,

and contacting Jacob's other clients, the Respondents communicated with represented parties, in violation of rule 2-100(A).

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1 Misconduct Involving Attorney Machiavelli Chao

2 On April 18, 2002, attorney Machiavelli Chao (“Chao”) received a copy of the
3 lawsuit in the 7 Day Tire case. The lawsuit named Chao’s client, H.B. Ming’s Auto, as a
4 defendant.

5 In or May 2002, Chao negotiated a settlement with Respondent Trevor for \$2,500
6 and a 90 day injunction period. The settlement agreement also provided that H.B. Ming’s
7 Auto admitted no wrong doing. After an exchange of faxed letters and revisions,
8 Respondent Trevor faxed a settlement package to Chao, reflecting the agreed upon terms.
9 The settlement package also contained false and/or misleading statements, as previously
10 discussed. Chao signed the signature page of the documents and faxed it to Respondent
11 Trevor.²³¹

12 On or about September 30, 2002, the Respondents filed a judgment and permanent
13 injunction against H.B. Ming’s Auto, which did not reflect the agreed upon terms between
14 Chao and Respondent Trevor. This judgment and permanent injunction stated an injunction
15 period of four years.

16 On or about November 11, 2002, Chao received a minute order regarding the 7 Day
17 Tire case which reflected a hearing on October 1, 2002, for which H.B. Ming’s Auto did not
18 appear because the Respondents had failed to notify Chao about the hearing. Chao also
19 received a copy of the filed judgment and permanent injunction against H.B. Ming’s Auto.

20 In response, Chao telephoned Respondent Trevor and inquired about the judgment
21 and permanent injunction. Respondent Trevor told Chao that there was a clerical error and
22 that he would file the proper judgment and permanent injunction with the Court.

23 Having heard nothing, on November 25, 2002, Chao faxed Respondent Trevor a
24 letter demanding correction of the filed judgment against H.B. Ming’s Auto.²³² Respondents
25

26
27 ²³¹ See Declaration of Machiavelli Chao (“Chao declaration”) hereto attached as Exhibit 70 .

28 ²³² Id.

1 have failed to correct the judgment filed against H.B. Ming's Auto.²³³

2
3 **By the foregoing:**

4 By knowingly sending a settlement package which contained false and/or misleading
5 statements, the Respondents committed an act involving moral turpitude, dishonesty or
6 corruption, in violation of section 6106.

7 By knowingly obtaining settlement funds from H.B. Ming's Auto on behalf of a
8 shell corporation and in furtherance of their scheme to defraud, the Respondents committed
9 acts of moral turpitude, dishonesty or corruption, in violation of section 6106.

10 By knowingly filing a judgment and permanent injunction against H.B. Ming's
11 Auto, which falsely reflected settlement terms, by failing to notify H.B. Ming's Auto of the
12 October 1, 2002, hearing and failing to correct the judgment and permanent injunction filed
13 against H.B. Ming's Auto, the Respondents committed acts involving moral turpitude,
14 dishonesty or corruption, in violation of section 6106.

15 *Misconduct Involving Attorney Rosslyn Stevens Hummer*

16 On or about September 18, 2002, the Trevor Law Group file the aforementioned
17 Didea Case, Case No. BC281694, naming Hornburg Jaguar, Inc. ("Hornburg Inc.") as a
18 defendant. The complaint alleged that Hornburg Inc., did not have a valid BAR license and
19 that it failed to comply with accepted trade standards back on August 17, 2000.²³⁴

20 In early October 2002, attorney Rosslyn Stevens Hummer ("Hummer"), of Lathams
21 & Watkins, received a copy of the complaint from her client Hornburg Jaguar, which is a
22 different entity from Hornburg Inc.

23 On October 21, 2002, Hummer telephoned the Trevor Law Group and left a message
24 for Respondent Han, stating that the Trevor Law Group sued the wrong defendant.²³⁵

25 _____
26 ²³³ See Attachment 8 of the State Bar's Request for Judicial Notice.

27 ²³⁴ See Attachment 24 of the State Bar's Request for Judicial Notice.

28 ²³⁵ See Declaration of Rosslyn Stevens Hummer ("Hummer declaration") hereto attached as Exhibit 71.

1 Hearing no response from Respondent Han, Hummer sent Respondent Han a letter,
2 with supporting documents, explaining that the Trevor Law Group had served the wrong
3 defendant. Hummer’s letter explained that Penegon West, Inc. had acquired Hornburg Inc.,
4 in an asset purchased that closed on April 16, 2001. Penegon West, Inc. had secured all
5 necessary permits and authorizations for activities under the fictitious name Hornburg
6 Jaguar, including a valid BAR license. Penegon West, Inc. has been lawfully operating as
7 Hornburg Jaguar since April 2001.

8 Hearing no response from Respondent Han, Hummer telephoned the Trevor Law
9 Group on October 31, 2002, and spoke to law clerk Matt Laviano (“Laviano”). Hummer
10 advised Laviano that the allegations against Hornburg Jaguar related to a previous owner
11 and BAR license. Laviano told Hummer that the Trevor Law Group was suing
12 Hornburg Jaguar under the theory of successor liability. Laviano cited the case of *Cortez v.*
13 *Purolator* as the basis for successor liability in UCL lawsuits. Hummer advised Laviano
14 that she was familiar with the case and it did not support a theory of successor liability.
15 Laviano subsequently transferred Hummer to speak with Respondent Trevor.

16 Hummer explained to Respondent Trevor that the Trevor Law Group had sued the
17 wrong entity. Respondent Trevor responded by telling Hummer that in a short period of
18 time the Trevor Law Group had grown from a small law firm into a large law firm and the
19 office knew what it was doing. Respondent Trevor subsequently transferred Hummer to
20 speak with Respondent Han.

21 Hummer discussed the case against Hornburg Jaguar with Respondent Han and
22 discussed the issue of a demurrer. Respondent Han falsely told Hummer that several
23 defendants in the 7 Day Tire Case had demurred but that the Trevor Law Group had
24 prevailed on the issue of misjoinder. Respondent Han then transferred Hummer back to
25 Respondent Trevor, who reiterated what Respondent Han had stated about the issue of
26 misjoinder.

27 After the telephone conversation with Respondents Han and Trevor, Hummer
28 reviewed pleadings and demurrers from the 7 Day Tire Case and learned that the Court in

1 the 7 Day Tire Case had sustained several demurrers based in part on the misjoinder issue
2 and other deficiencies.

3 On November 8, 2002, Hummer caused to be filed a demurrer on behalf of Hornburg
4 Jaguar in the Didea Case. The Trevor Law Group filed an opposition to the demurrer which
5 contained language or portions relating to a separate case or defendant. Prior to the hearing
6 on demurrer, which was scheduled for December 10, 2002, the hearing was taken off
7 calendar as the Didea Case was deemed “related” to eight other UCL cases filed by the
8 Trevor Law Group and assigned to Judge West.²³⁶

9 On January 27, 2003, Hummer appeared at a status conference in front of Judge
10 West, when Judge West set the matters for an Order to Show Cause Hearing on March 28,
11 2003, as to why the cases should not be dismissed and sanctions ordered. At that status
12 conference, several other defendants expressed to Judge West that they were erroneously
13 sued because they were either the wrong entity or there were no BAR violations against
14 them. Judge West suggested the parties to meet and resolve those issues without court
15 intervention.²³⁷

16 In response to Judge West’s comments, Hummer sent another letter to the Trevor
17 Law Group requesting dismissal of Hornburg Jaguar from the lawsuit. Thereafter, the
18 Trevor Law Group sent Hummer a settlement demand letter on red paper. To date, the
19 Trevor Law Group has not dismissed Hornburg Jaguar from the Didea Case.

20 **By the foregoing:**

21 By knowingly failing to investigate allegations and maintaining Hornburg Jaguar as
22 a defendant in the 7 Day Tire Case, the Respondents failed to maintain actions or
23 proceedings as only appear just, in violation of section 6068(c), and committed acts of
24 moral turpitude, dishonesty or corruption, in violation of section 6106.

25 By knowingly pursuing the 7 Day Tire Case against Hornburg Jaguar from the
26

27 ²³⁶ Id.

28 ²³⁷ Id. See also Attachment 24 of the State Bar’s Request for Judicial Notice.

1 motive of generating attorney fees and defrauding the public, the Respondents have
2 commenced and continued an action from a corrupt motive of passion or interest, in
3 violation of section 6068(g), and committed acts of moral turpitude, dishonesty or
4 corruption, in violation of section 6106

5 By knowingly misrepresenting to Hummer that they had prevailed on the misjoinder
6 issue in the 7 Day Tire Case in order to dissuade Hummer from filing a demurrer, the
7 Respondents committed acts involving moral turpitude, dishonesty or corruption, in
8 violation of section 6106.

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1 Misconduct Involving Joel Voelzke

2 On or about September 18, 2002, the Trevor Law Group filed Case No. BC281695
3 (“VIP Car Wash Case”). Attorney Joel Voelzke (“Voelzke”) represented defendant Amax
4 Motor, Inc. (“Amax”) in the lawsuit.

5 On or about November 13, 2002, Amax informed Voelzke that the Trevor Law
6 Group had served a Notice of Taking Deposition of Amax. The notice requested production
7 of Amax’s business records for the past three years. Voelzke telephoned the Trevor Law
8 Group offices and left a message for Respondent Han, requesting proof of service of the
9 complaint and the notice of deposition on Amax.

10 Two days later, Respondent Trevor telephoned Voelzke and asked if Amax was
11 interested in settling the lawsuit. Voelzke told Respondent Trevor that Amax did not want
12 to settle the lawsuit. Voelzke asked Respondent Trevor for a 15 day extension of time to
13 respond to the complaint. Respondent Trevor said he would agree to the extension only if
14 Voelzke agreed to file an Answer, as opposed to a motion to quash service and/or demurrer.
15 Voelzke did not agree to Respondent Trevor’s condition and, subsequently, Voelzke filed a
16 demurrer on behalf of Amax.

17 On or about November 25, 2002, Respondent Trevor sent Voelzke a settlement
18 package containing false and/or misleading statements and providing for a \$2,800
19 settlement and injunction period of four years.

20 On December 11, 2002, two days after opposition papers to the demurrer were due,
21 Voelzke received the Trevor Law Group’s opposition via U.S. mail. The attached proof of
22 service, signed by Farber, falsely stated that a messenger had personally delivered the
23 opposition to Voelzke’s office on December 10, 2002.²³⁸

24 **By the foregoing:**

25 By knowingly sending Voelzke a settlement package containing false and/or
26 misleading statements and falsely stating date of service in opposition papers, the

27 _____
28 ²³⁸ See Declaration of Joel Voelzke hereto attached as Exhibit 72.

1 Respondents committed acts involving moral turpitude, dishonesty or corruption, in
2 violation of section 6106.

3 Misconduct Involving Attorney Jonathan Gabriel

4 **(a) Direct Communications With Gabriel's Clients.**

5 On or about September 18, 2002, the Trevor Law Group filed Case No. BC281696
6 ("Guzman Carburetor Case").²³⁹ On November 22, 2002, attorney Jonathan Gabriel
7 ("Gabriel") sent the Trevor Law Group a letter advising them that he represented six UCL
8 defendants, including Gadwa Presents Captian V's Auto ("Gadwa") who was a named
9 defendant in the Guzman Carburetor Case.²⁴⁰ On or about December 2, 2002, the Trevor
10 Law Group sent documents directly to Gadwa. On or about December 2, 2002, Gabriel
11 filed a demurrer on behalf of Gadwa.

12 On or about September 19, 2002, the Trevor Law Group filed Case No. BC281768
13 ("AC Auto Service Case"). On or about November 14, 2002, Gabriel filed a demurrer on
14 behalf of defendant Autoaid & Rescue Mobil Repair & Tow ("Autoaid") and served the
15 Trevor Law Group. On or about November 22, 2002, the Trevor Law Group sent a pleading
16 and discovery responses directly to Autoaid. On or about November 27, 2002, the Trevor
17 Law Group mailed a pleading directly to Autoaid. On or about December 2, 2002, the
18 Trevor Law Group served Autoaid directly with an Amended Notice of Case Management
19 Conference. On or about December 5, 2002, the Trevor Law Group served Autoaid directly
20 with two Notices of Ruling and Notice of Related Cases.

21 On or about September 27, 2002, the Trevor Law Group filed Case No. BC282336
22 ("E Auto Glass Case"). On or about November 7, 2002, Gabriel filed a demurrer on behalf
23 of Foreign Domestic Auto Body Repair ("Foreign Domestic"), a defendant in the E Auto
24 Glass Case and served the Trevor Law Group. On November 27, 2002, the Trevor Law
25 Group mailed a pleading directly to Foreign Domestic. On December 2, 2002, the Trevor
26

27 ²³⁹ See Attachment 26 of the State Bar's Request for Judicial Notice.

28 ²⁴⁰ See Declaration of Jonathan Gabriel ("Gabriel declaration") hereto attached as Exhibit 73.

1 Law Group mailed another pleading directly to Foreign Domestic.

2
3 **By the foregoing:**

4 By knowingly sending documents directly to Gadwa, by serving pleadings and
5 documents directly on Autoaid and by mailing pleadings directly to Foreign Domestic,
6 knowing that these defendants were represented by Gabriel, the Respondents communicated
7 with a represented party, in violation of rule 2-100(A).

8 **(b) Misconduct Against Restaurant Defendant Greystone Café, Inc.**

9 Despite conceding the misjoinder issue and requesting severance of all defendants
10 before Judge Selna on December 10, 2002, the Trevor Law Group filed Case No. BC286891
11 (“Blue Banana Case”) on December 12, 2002, which named approximately 1013 restaurant
12 defendants and 30,000 DOE defendants in a single lawsuit.²⁴¹ Gabriel represented
13 defendant Grey Café, Inc. (“Grey Café”) in the Blue Banana Case.

14 On January 21, 2003, Respondent Trevor faxed Gabriel a letter dated January 16,
15 2003, which invited Grey Café to produce four years of business records for inspection.
16 Respondent Trevor’s letter falsely stated that Section 9880 and the California Code of
17 Regulations section 3350 required Grey Café to maintain four years of business records for
18 inspection.²⁴² Respondent Trevor’s letter stated Grey Café could settle the lawsuit for
19 \$2,120 and that the Trevor Law Group’s experience revealed cases such as the one against
20 Grey Café settled for \$7,000 through \$13,000.

21 **By the foregoing:**

22 By knowingly failing to investigate allegations and maintaining Grey Café Jaguar as
23 a defendant in the Blue Banana Case, the Respondents failed to maintain actions or
24 proceedings as only appear just, in violation of section 6068(c), and committed acts of

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26 ²⁴¹ See Attachments 36 and 42 of the State Bar’s Request for Judicial Notice.

27 ²⁴² See Attachments 4 and 5 of the State Bar’s Request for Judicial Notice. See also Gabriel
28 declaration, Exhibit 73 and Canchola declaration, Exhibit 17. See also Declaration of Art Aguirre hereto
attached as Exhibit 74.

1 moral turpitude, dishonesty or corruption, in violation of section 6106.

2 By knowingly pursuing Grey Café in the Blue Banana Case from the motive of
3 generating attorney fees and defrauding the public, the Respondents have commenced and
4 continued an action from a corrupt motive of passion or interest, in violation of section
5 6068(g), and committed acts of moral turpitude, dishonesty or corruption, in violation of
6 section 6106

7 By falsely stating that Grey Café was required to maintain four years of business
8 records for inspection with the intent to pressure settlement and in furtherance of a scheme
9 to defraud, the Respondents committed acts involving moral turpitude, dishonesty or
10 corruption, in violation of section 6106.

11 *Misconduct Involving Attorney Erica Tabachnick*

12 On or about September 18, 2002, the Trevor Law Group filed Case No. BC281693
13 (“Porters Automotive Case”), which named Purrfect Auto Service Store (“Purrfect Auto”)
14 as a defendant. The complaint alleged violations occurring before March 2002 and an
15 allegation that Purrfect Auto had been operating without valid registration since August 31,
16 2002.

17 On or about October 21, 2002, attorney Erica Tabachnick (“Tabachnick”) sent a
18 letter to Respondent Han explaining that her client Trimurti Maa Inc. (“Trimurti”) had
19 acquired Purrfect Auto in March 2002, and had obtained a BAR license bearing an
20 expiration date of March 31, 2003. Tabachnick sent supporting documentation with her
21 letter. Tabachnick’s letter also advised Respondent Han that the BAR records did not show
22 any disciplinary actions or complaints against Purrfect Auto or Trimurti. Tabachnick’s
23 letter requested a dismissal of the lawsuit.

24 Having heard no response from the Trevor Law Group, Tabachnick telephoned the
25 Trevor Law Group and left several messages for Respondent Han regarding the Porters
26 Automotive Case. Having heard nothing, on or about November 13, 2002, Tabachnick sent
27 a letter to Respondent Trevor referring to her October 21, 2002, letter and requesting contact
28 about the case.

1 On November 18, 2002, Respondent Trevor telephoned Tabachnick at 6:30 p.m.
2 Tabachnick informed Respondent Trevor that the service on Trimurti was improper and that
3 there was no basis for the allegations in the lawsuit. Respondent Trevor told Tabachnick
4 that her client was strictly liable for the violations and that if she contested service, the
5 Trevor Law Group would simply reserve the complaint.

6 Respondent Trevor told Tabachnick that he would grant an extension to respond
7 only if she promised to file an Answer as opposed to any other type of pleading.
8 Respondent Trevor further told Tabachnick that her client would have to pay \$25,000, to
9 settle thirteen alleged violations.

10 On November 26, 2002, Tabachnick received a letter from Respondent Trevor
11 formalizing his settlement demand and advising that her client was strictly liable.²⁴³

12 **By the foregoing:**

13 By knowingly failing to investigate allegations and naming Purrfect Auto as a
14 defendant in
15 the Porters Automotive Case, the Respondents failed to maintain actions or proceedings as
16 only appear just, in violation of section 6068(c), and committed acts of moral turpitude,
17 dishonesty or corruption, in violation of section 6106.

18 By knowingly maintaining Purrfect Auto as a defendant in the Porters Automotive
19 Case from the motive of generating attorney fees and defrauding the public, the
20 Respondents have commenced and continued an action from a corrupt motive of passion or
21 interest, in violation of section 6068(g), and committed acts of moral turpitude, dishonesty
22 or corruption, in violation of section 6106

23 By knowingly making false and/or misleading statements to Tabachnick about strict
24 liability, refusing to grant an extension unless Tabachnick agreed to only file an Answer, as
25 opposed to a demurre or other responsive pleading and demanding settlement on behalf of a
26 shell corporation, the Respondents committed acts involving moral turpitude, dishonesty or
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28 ²⁴³ See Declaration from Erica Tabachnick hereto attached as Exhibit 75.

1 corruption, in violation of section 6106.

2 Misconduct Involving Attorney Leonard Nasatir

3 On or about September 19, 2002, the Trevor Law Group filed Case No. BC281768
4 (“A.C. Auto Case”), which named B&M Truck Body Repair (“B&M”) as a defendant.

5 On or about October 25, 2002, attorney Leonard Nasatir (“Nasatir”) sent a letter to
6 Respondent Han on behalf of B&M. Nasatir’s letter explained that the BAR had already
7 informed B&M that it was not subject to the Automotive Repair Act and, thus, did not need
8 to be licensed or registered with the BAR. No one from the Trevor Law Group responded
9 to Nasatir’s letter.

10 On or about January 14, 2003, Respondent Trevor sent Nasatir a letter stating that
11 the proceedings against B&M had been stayed until further court order. Respondent’s letter
12 requested Nasatir to advise B&M that in addition to attorney fees and costs, the UCL
13 provided for restitution damage to be awarded to CEW. Respondent Trevor’s letter
14 requested that B&M voluntarily meet with the Trevor Law Group and produce business
15 records for the past four years. In response, Nasatir sent Respondents Trevor and Han
16 a letter again stating that B&M did not fall under the Automotive Repair Act and requesting
17 dismissal unless they had evidence to suggest that B&M was required to be licensed by the
18 BAR. No one from the Trevor Law Group responded to Nasatir’s letter. To date, the
19 Trevor Law Group has refused to dismiss B&M from the A.C. Auto Case.²⁴⁴

20 **By the foregoing:**

21 By knowingly failing to investigate allegations and naming B&M as a defendant in
22 the A.C. Auto Case, the Respondents failed to maintain actions or proceedings as only
23 appear just, in violation of section 6068(c), and committed acts of moral turpitude,
24 dishonesty or corruption, in violation of section 6106.

25 By knowingly maintaining B&M Auto in the A.C. Auto Case from the motive of
26 generating attorney fees and defrauding the public, the Respondents have commenced and

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28 ²⁴⁴ See Declaration of Leonard Nasatir hereto attached as Exhibit 84.

1 continued an action from a corrupt motive of passion or interest, in violation of section
2 6068(g), and committed acts of moral turpitude, dishonesty or corruption, in violation of
3 section 6106.

4 *Misconduct Involving Attorney Neal Tenen*

5 On or about September 20, 2002, the Trevor Law Group filed Case No. BC281865
6 (“Oklahoma Tire Case”).²⁴⁵

7 On or about October 24, 2002, the Trevor Law Group sent the red letter to defendant
8 Fred Ronn (“Ronn”). Ronn gave the red letter to his attorney Neal Tenen (“Tenen”). The
9 red letter falsely stated that some defendants had “challenged their lawsuits based on
10 technicalities and now find themselves – after spending a lot of time, money, and energy –
11 in exactly the same position in which they were initially.” The red letter also stated that
12 every single case that has been completed in this lawsuit has ended with an out of court
13 settlement.

14 On or about October 25, 2002, Ronn received another letter from the Trevor Law
15 Group which stated that he had 30 days to respond with an answer to the complaint or CEW
16 would request a default judgment. The letter stated that if CEW requested a default
17 judgment, Ronn would lose the lawsuit and be forced to pay a default judgment. The letter
18 failed to inform Ronn that he had other options, aside from filing an answer to the
19 complaint, such as filing a demurrer or motion to strike as other defendants had done in
20 similar lawsuits with Trevor Law Group.²⁴⁶

21 **By the foregoing:**

22 By knowingly sending Ronn letters that contain false and/or misleading statements
23 in order to pressure Ronn into settling the Okalahoma Tire Case, the Respondents
24 committed acts involving moral turpitude, dishonesty or corruption, in violation of section
25 6106.

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27 ²⁴⁵ See Attachment 29 of the State Bar’s Request for Judicial Notice.

28 ²⁴⁶ See Tenen declaration, Exhibit 28, and Ronn declaration, Exhibit 29.

1 Misconduct Involving Marla Merhab Robinson

2 On or about September 24, 2002, the Trevor Law Group filed Case No. BC282020
3 (“Progressive Lenders Case”) and named Santiago Communities Inc. (“Santiago”) as one of
4 the defendants.²⁴⁷

5 Prior to the Progressive Lenders Case, on or about May 30, 2002, attorney Harpreet
6 Brar (“Brar”), from the Law Offices of Brar & Gamulin (“Brar & Gamulin”), filed a UCL
7 lawsuit against Santiago in Case No. BC274825, entitled *Oscar Sohi dba California*
8 *Watchdog (“California Watchdog”) v. Remax 100 et al.* (“Remax 100 Case”).²⁴⁸ Brar had
9 attended Western State with Kort and Respondents Han and Hendrickson.²⁴⁹

10 While the Remax 100 Case was pending against Santiago, Respondent Han worked
11 with
12 Brar & Gamulin on UCL litigation. Respondent Han continued to work with Brar &
13 Gamulin during the time Santiago settled the Remax 100 Case. Specifically, Respondent
14 Han appeared on behalf of Brar & Gamulin, as counsel for California Watchdog, in Case
15 No. BC267297, entitled *California Watchdog v. Remax Online* (“Remax Online Case”).

16 On or about June 7, 2002, Respondent Han prepared and signed a Notice of Ruling
17 in the Remax Online Case and caused the Notice to be filed on June 11, 2002. Santiago had
18 reached a settlement with California Watchdog in the Remax 100 Case on or about June 7,
19 2002.²⁵⁰

20 On or about October 31, 2002, attorney Marla Merhab Robinson (“Robinson”) sent a
21 letter to the Trevor Law Group on behalf Santiago. Robinson’s letter requested a dismissal
22 of the Progressive Lenders Case against Santiago, as Santiago had resolved the alleged
23 violations in the Remax 100 Case and had stopped using the alleged offensive

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25 ²⁴⁷ See Attachment 30 of the State Bar’s Request for Judicial Notice.

26 ²⁴⁸ See Attachment 6 of the State Bar’s Request for Judicial Notice.

27 ²⁴⁹ See Kim declaration, Exhibit 2 (Kort Deposition, page90, lines 16-25).

28 ²⁵⁰ See Attachments 6 and 7 of the State Bar’s Request for Judicial Notice.

1 advertisement. Robinson's letter advised the Trevor Law Group that the Progressive
2 Lenders Case against Santiago was barred under the principles of res judicata.

3 In response, Respondent Trevor left a message for Robinson stating that the cases
4 were different.²⁵¹ The Respondents failed to dismiss Santiago from the Progressive Lenders
5 Case despite their representations to other UCL defendants that settlement would bar further
6 prosecution under the theories of res judicata and/or collateral estoppel.

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28 ²⁵¹ See Declaration of Marla Merhab Robinson ("Robinson declaration") hereto attached as Exhibit 76.

1 the lawsuit.²⁵²

2 **By the foregoing:**

3 By knowingly failing to conduct a reasonable inquiry or investigate allegations
4 against 101

5 Phoenix, Inc. as a defendant in the Blue Banana Case, the Respondents failed to maintain
6 actions or proceedings as only appear just, in violation of section 6068(c), and committed
7 acts of moral turpitude, dishonesty or corruption, in violation of section 6106.

8 By knowingly maintaining 101 Phoenix, Inc., in the Blue Banana Case from the
9 motive of generating attorney fees and defrauding the public, the Respondents have
10 commenced and continued an action from a corrupt motive of passion or interest, in
11 violation of section 6068(g), and committed acts of moral turpitude, dishonesty or
12 corruption, in violation of section 6106.

13 By knowingly faxing Agemian a letter which contained false statements that 101
14 Phoenix was required to maintain four years of business records in an effort to pressure
15 settlement and in further of a scheme to defraud, the Respondents committed acts involving
16 moral turpitude, dishonesty or corruption, in violation of section 6106.

17 By knowingly demanding settlement on behalf of a shell corporation, the
18 Respondents committed acts of moral turpitude, dishonesty or corruption, in violation of
19 section 6106.

20 **7. Continuation of Misconduct.**

21 **(a) Glendale Infiniti.**

22 On or about February 6, 2003, attorney Wayne Grajewski (“Grajewski”) wrote to the
23 Trevor Law Group, requesting dismissal of his client, Glendale Infiniti, from Case No.
24 BC282336 (“E Auto Glass Case”). Grajewski’s letter explained that the basis of the
25 lawsuit, namely one NOV issued by the BAR, had been resolved in Glendale Infiniti’s
26 favor. The BAR had rescinded the NOV against Glendale Infiniti, in January 2003, and
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28 ²⁵² Declaration of Anahid Agemian hereto attached as Exhibit 77.

1 found that Glendale Infiniti did not commit any violations.

2 In response to Grajewski's letter, Respondent Han sent a letter stating that the
3 Trevor Law Group would maintain Glendale Infiniti as a defendant in the E Auto Glass
4 Case, regardless of the BAR's findings. Respondent Han's letter also stated that as soon as
5 the Court lifted its stay on discovery, the Trevor Law Group would proceed on the matter.

6 Grajewski filed a motion to dismiss, which is pending before the court. To date, the
7 Trevor Law Group has refused to dismiss Glendale Infiniti from the E Auto Glass Case.

8 **By the foregoing:**

9 By knowingly failing to conduct a reasonable inquiry or investigate allegations
10 against Glendale Infiniti in the E Auto Glass Case, the Respondents failed to maintain
11 actions or proceedings as only appear just, in violation of section 6068(c), and committed
12 acts of moral turpitude, dishonesty or corruption, in violation of section 6106.

13 By knowingly maintaining Glendale Infiniti in the E Auto Glass Case from the
14 motive of generating attorney fees and defrauding the public and threatening to proceed
15 with discovery as soon as the Court's stay is lifted, the Respondents have commenced and
16 continued an action from a corrupt motive of passion or interest, in violation of section
17 6068(g), and committed acts of moral turpitude, dishonesty or corruption, in violation of
18 section 6106.

19 **(b) Subsequent Red Letter and Refusal to Take Corrective Measures.**

20 On or about March 10, 2003, Noonan received a copy of another red letter mailed
21 out by the Trevor Law Group. Noonan received the copy from attorney Richard Buckley,
22 who represents several automotive repair shop defendants in the Trevor Law Group's UCL
23 litigation.

24 This subsequent red letter, dated September 11, 2002, and is addressed "TO ALL
25 DEFENDANTS." The letter states that CEW had authorized settlement of the "above-
26 entitled case" and that the requested stipulation for judgment and injunction were not
27 required to settle the lawsuit. This letter directly conflicts with statements made by
28 Respondent Han in January 2003, wherein Respondent Han justified the Trevor Law

1 Group's UCL litigation by stating that the only effective remedy for consumers is injunctive
2 relief through the Trevor Law Group.²⁵³

3 On or about January 15, 2003, Noonan met with the Respondents. The Respondents
4 admitted to Noonan that they conducted little or no independent investigation prior to filing
5 the UCL lawsuits. The Respondents told Noonan that they intended to continue litigating
6 the UCL lawsuits and would file against defendants separately if they succeeded on the
7 misjoinder issue.

8 On or about January 30, 2003, Kort provided Noonan with a new website he had
9 created for CEW at www.cewcorp.com. That day, Noonan accessed the website and tried
10 several information links, but each link transferred him to an email address of
11 "info@cewc.com."

12 On or about January 31, 2003, Noonan visited the site of CEW's new office location,
13 as provided by Kort and the Respondents. The location of 2901 West Pacific Coast
14 Highway, Ste. 200, Newport Beach, California. There was no listing or identification of
15 CEW as a business at that address and the entire floor was under construction.²⁵⁴

16 On or about February 3, 2003, Noonan contacted Respondent Trevor and requested
17 copies of documents the Trevor Law Group submitted to the Senate and Assembly Judiciary
18 Committees after the hearing on January 14, 2003. The Committees had requested
19 additional information from the Trevor Law Group, including copies of sample settlement
20 demand letters mailed out to UCL defendants.

21 After receipt of the documents from Respondent Trevor, Noonan discovered that the
22 sample letters given to the Senate and Assembly Judiciary Committees did not contain the
23 previously discussed false and misleading language, such as: (1) statements regarding
24 inspection of business records pursuant to section 9880 and (2) statements regarding range
25 of settlement.

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27 ²⁵³ See Noonan declaration, Exhibit 1.

28 ²⁵⁴ Id.

1 **By the foregoing:**

2 By knowingly making false statements regarding the purpose and relief sought in
3 connection with the UCL litigation, by knowingly providing false or redacted documents to
4 the Senate and Assembly Judiciary Committee and by refusing to take corrective measures
5 or change their approach to UCL litigation, the Respondents committed acts involving
6 moral turpitude, dishonesty or corruption, in violation of section 6101.

7 **(c) Status of Present Conditions.**

8 Since February 2003, the State Bar has deposed five individuals – Strausman,
9 Farber, Rozsman, Kort and Engholm – each of whom have a personal and business
10 relationship with the Trevor Law Group. Despite being the subject matter of the State Bar’s
11 disciplinary proceedings, Trevor Law Group has appeared as counsel for each of the
12 deponents and has advised them regarding their deposition testimony and production of
13 documents.²⁵⁵

14 As discussed in previous sections, to date, the Trevor Law Group continues to
15 knowingly commit the following acts involving moral turpitude, dishonesty or corruption, in
16 violation of section 6106, by:

- 17 • refusing to dismiss defendants, such as the aforementioned defendants from
18 UCL litigation;
- 19 • maintaining and concealing settlement funds fraudulently obtained on behalf
20 of Helping Hands.²⁵⁶
- 21 • Refusing to provide complete copies of the Petition for Coordination and
22 supporting documents to all requesting parties.²⁵⁷
- 23 • Continuing to file new UCL litigation.²⁵⁸

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25 ²⁵⁵ See Kim declaration, Exhibit 2.

26 ²⁵⁶ See Acosta declaration, Exhibit 55, and Noonan Declaration, Exhibit 1.

27 ²⁵⁷ See Supplemental Declaration of Robert Bills, Exhibit 68.

28 ²⁵⁸ See Attachment 49 of the State Bar’s Request for Judicial Notice.

- 1 • Continuing to request settlement of the UCL litigation, despite the court-
2 ordered stays.²⁵⁹

3 **C. There is a Reasonable Likelihood That Respondents Will Continue to**
4 **Cause Substantial Harm to The Public.**

5 Because Respondents' conduct overwhelmingly demonstrates a pattern of deceitful,
6 harmful and illegal behaviors, there is more than a reasonable likelihood that Respondents
7 will continue to cause harm to clients and the public.

8 In addition, the State Bar submits that Respondents' clients and the public are likely
9 to suffer far greater injury from a denial of this Application than Respondents will likely to
10 suffer if it is granted.

11 **D. There is a Reasonable Probability That the State Bar Will Prevail on the**
12 **Merits of the Underlying Disciplinary Matters**

13 The probability that the State Bar will prevail on the merits of the matters referenced
14 in this Application is very high.

15 The cases being brought by the State Bar are supported by indisputable facts
16 evidencing a pattern of serious and repeated acts of misconduct by the Respondents,
17 including: engaging in and/or aiding and abetting the unauthorized practice of law,
18 conspiring to form a shell corporation in with the specific intent to generate fees and income
19 for the Trevor Law Group, forming and incorporating a shell corporation called CEW, using
20 CEW to perpetuate fraud and to accomplish the wrongful and inequitable purpose of
21 generating attorney fees and income, filing a lawsuit on behalf of CEW before CEW was
22 incorporated with the Secretary of State and falsely stating that CEW was a corporation,
23 filing UCL lawsuits without conducting any reasonable inquiry or investigation, committing
24 mail and wire fraud by knowingly mailing/faxing letters and settlement documents which
25 contained false and misleading statements of fact and law, knowingly making false and
26 misleading statements to Helping Hands for the Blind, for the purpose of using Helping

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28 ²⁵⁹ See Armando Mendoza declaration, Exhibit 53, and Dugar declaration, Exhibit 54.

1 Hands for the Blind to advance a scheme to defraud the public, knowingly filing UCL
2 lawsuits on behalf of Helping Hands for the Blind without its consent or knowledge,
3 unlawfully obtaining settlement funds on behalf of Helping Hands for the Blind, knowingly
4 concealing settlement funds obtained on behalf of Helping Hands for the Blind,
5 misappropriating settlement funds obtained on behalf of Helping Hands for the Blind,
6 knowingly filing new UCL lawsuits against defendants who had settled the same
7 issues/allegations with the Trevor Law Group in previous UCL lawsuits, knowingly making
8 false statements to the public through media, knowingly making false and misleading
9 statements to LitFunding in order to obtain funding for their UCL litigation, unlawfully
10 splitting legal fees with LitFunding and ceding control of the UCL litigation to LitFunding,
11 instructing and authorizing office staff to commit the unauthorized practice of law and
12 engage in coercive settlement tactics, knowingly making false and misleading statements to
13 the Senate and Assembly Judiciary Committees regarding the relationship between the
14 Trevor Law Group and CEW and the Trevor Law Group's UCL litigation, knowingly
15 making false and misleading statements to defense counsel and the courts relating to the
16 UCL litigation, knowingly violating court orders relating to the UCL lawsuits and
17 repeatedly violating rules of procedure by failing to file and/or serve papers in a timely
18 manner and on all parties, counseling and maintaining unjust actions and proceedings, for
19 whom no public purpose would be served, intentionally avoiding a court ruling on the
20 misjoinder issue in order to maintain the UCL litigation, encouraging the commencement
21 and continuance of UCL litigation from a corrupt motive of passion or interest --
22 specifically with the intent of generating attorney fees and income for themselves,
23 communicating directly with UCL defendants knowing the defendants were represented by
24 counsel, entering into unconscionable fee agreements with Helping Hands for the Blind
25 which provided 82.5% of all settlement funds to the Trevor Law Group and the remaining
26 17.5% to Helping Hands for the Blind, entering into unconscionable fee agreements with
27 CEW which provided 70-90% of all settlement funds to the Trevor Law Group and the
28 remaining 10-30% to CEW.

1 **V. CONCLUSION**

2 Respondents' conduct pose a substantial threat of harm to the interests of the public.
3 The Respondents have harmed thousands of California businesses, under the alter ego of
4 CEW and the guise of the UCL. Respondents' continuing misconduct corrodes the high
5 professional standards of attorneys and destroys public confidence in the legal system.

6 The factors enumerated in section 6007(c)(2) are present: Respondents have caused
7 substantial harm to the public; the pattern of their misconduct indicates there is a reasonable
8 likelihood that the harm will reoccur and continue; the public is likely to suffer greater
9 injury from the denial of the involuntary inactive enrollment than Respondents are likely to
10 suffer if it is granted; and there is a reasonable probability that the State Bar will prevail on
11 the merits of the underlying disciplinary matters.

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VERIFICATION

I, the undersigned, certify and declare that I have read the foregoing Application for Involuntary Inactive Enrollment and know its content. I am informed and believe and on that basis allege that the statements made therein are true and correct.

I am a Deputy Trial Counsel for the State Bar of California, a party to this action and am authorized to make this verification for and on its behalf.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 12th day of March, 2003, at Los Angeles, California.

Kimberly Anderson
Deputy Trial Counsel

Jayne Kim
Deputy Trial Counsel